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# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND THE**

**NEWCOMERSTOWN TEACHERS ASSOCIATION**



**EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2013**



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## **ARTICLE 1 - NEGOTIATION PROCEDURE**

### **1.01 Recognition**

The Newcomerstown Exempted Village School District Board of Education (hereafter "Board") recognizes the Newcomerstown Teachers' Association OEA/NEA (hereafter "Association") as the sole and exclusive representative for the teaching staff.

The teacher organization recognized for the purpose of professional negotiations shall be the negotiating agent for contracted teaching personnel, including guidance counselors employed under regular contract.

Positions excluded from the bargaining unit include: Superintendent; principals; substitute teachers; all central office personnel and all other positions in the District.

### **1.02 Scope of Negotiations**

Those matters which shall be negotiable are wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Collective Bargaining Agreement (hereafter "Agreement").

Requests for meetings from the Association will be made directly to the Superintendent or his representative. Requests for meetings from the Superintendent or Board or their representative will be made to the President of the Association.

Negotiations will commence no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration of the Agreement.

### **1.03 Progress Reports**

Periodic progress reports may be issued during negotiations to the public, provided that any such release shall have the prior approval of both parties.

### **1.04 Agreement**

If consensus is reached on those matters being negotiated the understanding of the parties shall be reduced to writing and submitted to the Association within twenty (20) days. If ratified by the Association, the Agreement shall be submitted to the Board for approval no later than the next regularly scheduled Board meeting. Upon ratification by both parties, the Agreement shall be signed.

### **1.05 Dispute Resolution**

If an impasse is reached during negotiations, the matter will be submitted to mediation under the auspices of the Federal Mediation and Conciliation Service. The mediation period shall end when a new agreement is reached.

This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(c)(1)(f) and is intended to supersede the procedures contained in O.R.C. 4117.14. However, the Association retains its right to invoke the provisions of O.R.C. 4117.14(d)(2) should the dispute resolution procedure listed above be unsuccessful.

## **ARTICLE 2 - PROFESSIONAL GRIEVANCE PROCEDURE**

- 2.01 A claim by a teacher of the Association, here after called the grievant, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.
- 2.02 In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building evaluator either personally or accompanied by his Association representative.
- 2.03 If, as a result of the informal discussion with the building evaluator, a grievance still exists, the grievant may invoke the following formal grievance steps on the form set forth in annexed Appendix IV and available from the Association representative in each building. A formal grievance must be filed within 21 calendar days of the incident or when the grievant should have become aware of the incident. Failure to file within the period shall constitute a waiver of the right to process the grievance.

### **STEP I**

The grievant may submit to his evaluator a completed "Grievance Report Form", Step I, in triplicate showing the date of the occurrence, a statement of the nature of the grievance and provisions of this agreement allegedly violated, and the relief sought. A copy of the grievance shall be submitted to the Association building representative and by the evaluator to the Superintendent. Within seven (7) days of receipt of the Grievance Report Form, the building evaluator shall meet with the grievant and/or his Association representative in an effort to resolve the grievance. The evaluator shall indicate his disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant.

### **STEP II**

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limit the grievant and the Association shall complete Grievance Report Form, Step II, within seven (7) days, and submit the grievance to the Superintendent. Within seven (7) days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) days of the meeting, the Superintendent shall indicate in writing his disposition by completing his portion of Step II and forwarding it to the teacher. The evaluator shall be notified of such disposition.

### **STEP III**

If the grievant is not satisfied with the disposition made by the Superintendent, or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step III within seven (7) days, and submit the grievant to the Board by filing a copy with the Secretary of the Board. Notification of such an appeal shall be given to the building evaluator and to the Superintendent. The Board, at its next regularly scheduled meeting, shall meet with the grievant and/or the Association representative and the Superintendent or his designee, to review such grievance in executive session, or give such other consideration as it shall deem

appropriate. The disposition by the Board shall be made to the teacher by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association and the building evaluator.

#### STEP IV

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided within seven (7) days, the grievance may be submitted to arbitration by the Association's completion of Grievance Report Form, Step IV, and filing of same with the Board. If the parties cannot agree on an arbitrator they shall jointly ask for a panel of names from the AAA from which the arbitrator will be selected by the alternate-strike method, with the party striking first to be determined by the flip of a coin. Either party may reject the first panel and demand that a second panel be submitted. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

- 2.04 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- 2.05 If the teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- 2.06 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step II of the formal grievance procedure.
- 2.07 A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal. The Association shall have the right to be present at the settlement to insure that the settlement is not inconsistent with the terms of this Agreement.
- 2.08 If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II following written notification to the building evaluator.
- 2.09 The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file, or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any other employment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this Grievance Procedure.
- 2.10 Copy of the Grievance Report Form is attached as Appendix A.

### **ARTICLE 3 - TEACHER RE-EMPLOYMENT**

- 3.01 After eight (8) years of continuous, regular (non-substituting) employment in the school district, no member of the bargaining unit shall be non-renewed without just cause.
- 3.02 Teachers will be re-employed under the following circumstances:
- A. Evaluators shall observe teachers during the year on enough occasions to make a valued judgment as to their teaching effectiveness. Only observations within the teacher day may be incorporated on the evaluation. No references to supplemental duties or after school participation may be included on the evaluation forms except for Band, Choir, and Yearbook.
  - B. The Superintendent shall consider the recommendation of evaluators and present these recommendations, as well as his own, to the Board for consideration.
  - C. Evaluation Forms attached as Appendix B, Appendix D, Appendix E, and Appendix F.
  - D. Both parties agree that both the evaluation procedure contained in this Agreement and Article 3 - Teacher Re-employment supersede the requirements of O.R.C. 3319.11 and O.R.C. 3319.111.
  - E. Any staff member employed after the beginning of the second semester shall have two (2) observations and an evaluation prior to April 1. If the evaluation is satisfactory, the teacher shall be recommended to be renewed for the following school year by April 30. If the evaluation is not satisfactory, the teacher may be recommended for nonrenewal. The staff member must then be observed twice and evaluated prior to May 15. If the second set of observations and the evaluation result in a satisfactory rating, the teacher shall be recommended for employment by June 30 for the following year.

### **ARTICLE 4 - PROFESSIONAL MEETINGS**

#### 4.01 Professional Meetings

Teachers may be given leave within the appropriated budget without loss of pay, sick leave, or personal leave days and may be reimbursed for expenses (travel, lodging and registration fees). Association representatives will work with the Superintendent on a system-wide plan for determining who and with what frequency individuals and departments will be permitted to attend meetings. (If there are no funds remaining in the appropriated budget, a teacher willing to pay his or her own expenses may be granted permission to attend a meeting within the system-wide plan). The application for the utilization of this day should be sent to the Superintendent no less than five (5) days prior to the meeting date.

## ARTICLE 5 - EMPLOYMENT CONTRACT

### 5.01 Employment Contract

Upon the recommendation of the Superintendent, the Board will either approve or reject a recommended candidate. If approved, a contract will be forwarded immediately to the candidate by the Treasurer. This contract shall be valid for a period of ten days and a statement to this effect shall accompany each contract.

Contracts for employment of teachers are of two types: limited and continuing. All teachers new to the District shall be offered a limited contract of one year duration. Succeeding contracts will be:

Limited Contracts:	First Contract	1 year
	Second Contract	1 year
	Third Contract	1 year
	Fourth Contract	2 years
	Fifth Contract	3 years
	Sixth Contract	5 years

If the Board rejects the recommendation of the Superintendent in reference to a multi-year contract and the Superintendent feels the teacher is competent, he may reserve the right to recommend a lesser contract.

The Superintendent may in his judgment, based upon the observations and evaluations of the building evaluator, recommend a teacher for less than a multi-year contract. The Superintendent shall provide the teacher with written reasons for such decision.

If the Board does reject the Superintendent's recommendation of a multi-year contract, they shall provide written reasons to the teacher.

### 5.02 Continuing Contracts

- A. A teacher who has satisfied the requirements for a continuing contract as outlined in Ohio law and wishes to receive a continuing contract, shall notify the Superintendent as soon as he/she has acquired an eight (8)-year professional certificate with three (3) years experience in the district or a five (5)-year professional license with five (5) years of experience in the district. (Reference ORC 3319.08 certification requirements, 3319.11 contract and 3319.22 LPDC)

## **ARTICLE 6 - REDUCTION IN FORCE**

- 6.01 A reduction in the number of teaching positions may be necessary because of decrease in student enrollment, changes in curricular offerings, financial conditions, or other reasons specified in O.R.C. 3319.17.
- 6.02 Reduction in force does not include voluntary retirement(s), resignation(s), or leave(s) of absence; staff members who were employed to fill a temporary vacancy; or other means, such as non-renewal of contract, whereby positions are vacated. Instead, reduction in force occurs when attrition will not eliminate enough persons or positions, including those employees being reduced in force because of an employee's return from a year or more leave of absence. In such cases the Superintendent will announce that it is necessary to release teachers from employment. This announcement will include the teaching levels and certification areas that might possibly be affected. Throughout this Agreement, any reference to a teacher's certificate or certification shall be construed to also mean a teacher's licensure.
- 6.03 Ten (10) calendar days before the Board acts on a reduction in force, the Association President will be notified in writing by the school Administration.
- 6.04 The Board will suspend the contract of any teacher affected by the reduction in force.
- 6.05 Provisions
- A. Individuals shall be released from the teaching levels and certification areas announced by the Superintendent according to seniority which is the length of continuous service including approved leaves of absence and layoffs from the date of initial service in the District. In instances of identical initial service dates, dates of employment, years of previous experience, and finally, initial interview date as used for the purpose of hiring shall be considered respectively.
  - B. If a teacher to be released from one certification area or teaching level holds valid certification in another teaching area(s) or level(s), that teacher shall be transferred at that area or level. All certifications must be on file by January 1.
  - C. A seniority list provided by the Board shall be submitted to the Association for their review by January 15.
  - D. The order of reduction according to seniority in each teaching level or certification area shall be as follows:
    - 1. Teachers holding temporary certification.
    - 2. Fully certificated teachers holding limited contracts.
    - 3. Teachers holding continuing contracts.
    - 4. Teachers released prior to the completion of a valid contract for the reasons specified in O.R.C. 3319.17 shall have their contracts suspended.

- E. Teachers unemployed as a result of staff reduction shall be recalled in inverse order of being released.
- F. Teachers affected by reduction in force will remain on the recall list for a period of thirty-nine (39) months unless:
  - 1. The teacher requests that the name be removed.
  - 2. The teacher declines a position offered for which certified.
  - 3. The teacher is re-employed by the Board.
- G. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each teacher to notify the Superintendent's office of any change in address.
- H. Within seventy-two (72) hours of receipt of written offer to return to employment, the teacher shall notify the Superintendent's Office indicating his or her availability to accept the position. Within eight (8) days of the receipt of a written offer to return to employment, the teacher shall accept the position. If either of these time limits are not met, it shall be determined that the teacher has declined the position.
- I. Teachers returning to employment after reduction in force shall receive appropriate placement for purposes of salary and other benefits.
- J. Teachers affected by reduction in force shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurance by making monthly payments in advance to the Treasurer. Teachers shall not be required to pay more than one hundred two percent (102%) of the premiums. This provision shall exist as long as the teacher is on the recall list.

## **ARTICLE 7 - SEPARATION**

### **7.01 By the Board**

When it is the intention of the Board not to re-employ a teacher, the Board shall give said teacher written notice of its intentions before April 30. The Board may terminate a teacher's contract in accordance with the provisions of Section 3319.16 and 3319.161 of the Revised Code of the State of Ohio.

### **7.02 By the Teacher**

A teacher may terminate a contract anytime after the close of the school year, and prior to July 10, by giving written notice. Such resignations become effective immediately. A resignation after July 10 must be in writing and must be acted upon favorably by the Board of Education before it becomes effective.

## **ARTICLE 8 - PERSONNEL FILES**

### 8.01 Personnel Files

All personnel records kept in the District shall be maintained in accordance with law.

The employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents at the cost of production. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

The employee shall have the right to submit a written answer to any material contained in his/her personnel file which in his/her opinion is unfavorable to his/her conduct, service, character or personality and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy.

## **ARTICLE 9 - TEACHING ASSIGNMENT**

### 9.01 Teaching Assignment

- A. In the high school and middle school the teacher day shall include a duty free planning period equal in length of a regular classroom teaching period, with a minimum of forty (40) minutes, except in the event of a modified schedule day. Each school day shall have a forty (40) minute duty free lunch period.
- B. Duty free planning time for elementary teacher shall be for a minimum of 30 continuous minutes daily. Elementary teachers shall also have a forty (40) minute duty free lunch period daily.
- C. All teachers will be given proposed teaching assignments along with proposed schedule for the coming school year by July 31.

### 9.02 IEP Release Time/Alternate Assessment

- A. Special education teachers will be provided one (1) release day per school year to write Individual Education Plans (IEPs). Additional days may be granted by the Superintendent due to excessive numbers of IEP students. This day will be used at school.
- B. An additional release day for the special education teachers and regular education teachers for IEP conferences. Additional days may be granted by the Superintendent due to excessive number of IEP students.
- C. Any teacher who is required to complete an alternate assessment will be given one-half ( $\frac{1}{2}$ ) release day on school grounds for each alternate assessment required with a max of three days.

## **ARTICLE 10 - ASSIGNMENT AND TRANSFER**

### 10.01 Assignments and Transfers

The assignments of staff member and their transfer to positions in the various schools and departments of the District shall be made by the Superintendent on the basis of the following criteria, which are listed in order of priority.

- A. Contribution which the staff member could make to the students in the new position.
- B. Length of service in the District.
- C. Qualifications of staff member compared to those of outside candidates both for position to be vacated and for position to be filled.
- D. Opportunity for professional growth.
- E. Desire of staff member regarding assignment or transfer.

All teachers are subject to annual assignment, but the above listed criteria shall be used in conjunction with the recommendations of the building evaluator.

Teachers will not be transferred without having a conference with the Superintendent relative to such transfer.

The Superintendent reserves the right to make reassignments, if, in his opinion, it is for the best interest of the District.

## **ARTICLE 11 - VACANCIES**

### 11.01 Vacancies

- A. The Superintendent shall announce all openings in teaching and extra-curricular assignments for the current and coming year and the requirements for such assignment prior to the consideration of any individual to fill the position.
- B. Consideration will be given to those teachers presently employed by the Board.
- C. Vacancies in teaching or administrative positions shall be posted on faculty bulletin boards in each building, on the District website and emailed to the staff within five (5) working days after each Regular or Special Board Meeting during the regular school year. No offer of a job or contract shall be made either before the posting or during the posting period of five (5) working days. During the summer months, once the Superintendent receives a resignation, the notice shall be included in the next paycheck envelope and remain posted for five (5) working days after such notice. The Board then can accept a resignation and employ at the same meeting during the summer if this procedure is followed.

For vacancies that occur during the summer months, when school is not normally in session, teachers who have expressed an interest in a posted

vacant position shall be notified by email, District website or regular mail, provided the teachers have submitted three (3) stamped self addressed envelopes prior to the end of the school year. Teachers desiring to be notified of a vacant position shall annually submit a letter of interest to the Superintendent.

## **ARTICLE 12 - DUTIES OF TEACHERS**

### **12.01 Rights and Responsibilities of Teachers**

- A. The Board shall recognize that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and the teacher to explore, present, and discuss divergent points of view. The teacher shall be permitted to follow the texts, courses of study as prescribed by the Board and the curriculum by the methods and techniques suited to the needs of each specific class.
- B. No teacher shall be evaluated or non-renewed without following contract guidelines.
- C. Teachers shall attend all faculty meetings called by the evaluator or Superintendent unless excused by the person calling the meeting. No more than eighteen (18) meetings per year may be called. Nine (9) of the meetings shall not exceed the teacher workday by more than thirty (30) minutes. Nine (9) of the meetings shall not exceed the teacher workday by more than one hour.
- D. There shall be no meetings or open houses held prior to the first teacher work day of the school year.
- E. Teachers are subject to homeroom assignments, and when assigned, they shall handle all the details of records, attendance, social activities, and other matters assumed by the homeroom commitment. Teachers are also expected to share in supervising non-classroom or extra-curricular activities.
- F. Planning educational experiences for pupils must be both continuous and a flexible process. This involves pre-planning, the studying of the pupils' records and previous experience, as well as assembling materials and organizing resources in their relation to teaching assignments. Long-range planning should involve a statement of goals, methods for achieving these goals, a perfected plan of evaluation, and some estimate of time allotments. Plan books will be provided by the Board for the teacher to use, and should be available at all times for use by the evaluator or supervisors, and as guide for substitute teachers.
- G. Teachers shall not be absent from school or any class period during school hours without permission of the principal, assistant principal, administrator in charge or Superintendent, except under conditions outlined in the sick leave provisions appearing in Article 13 of this Agreement. School hours include noon and recess periods. The principal, assistant principal, administrator in charge or Superintendent must know where teachers are during noon hour.

- H. Teachers shall keep their classes in session each day during school hours and assigned periods, and shall not dismiss them for any reason without permission of the evaluator or Superintendent.
- I. Teachers shall be responsible for the proper use of school property and equipment entrusted to them and for all school property and equipment generally.
- J. Teachers shall be responsible for the orderly department of all pupils generally and specifically for those who have been assigned to them for any class or other period of time.
- K. Teachers shall give every reasonable assistance to all pupils in their studies. If a child has missed assignments due to absence, it is the child's responsibility to seek the teacher's assistance to help him make up the work which has been missed.
- L. Teachers shall give careful attention to the health and comfort of the pupils under their care. Teachers shall observe the physical conditions of the room relative to heat, ventilation, lighting, and cleanliness, and shall report unsatisfactory conditions to the building evaluator, and shall report unsatisfactory conditions among students pertaining to personal cleanliness, vision, hearing, etc., to the school nurse, psychologist, or speech therapist.

The Board and Administration shall make every attempt to provide a clean, healthy and safe environment for its employees and students.

- M. Teachers are encouraged to become acquainted with the parents of their pupils and are urged to contact them on matters pertaining to the child's welfare.
- N. Teachers are not to promote, advertise, or sell tickets for any organization during school time, nor permit any of their school time to be occupied by agents except as directed by the evaluator or Superintendent.
- O. Teachers shall keep all records and make all reports as directed by these rules and regulations or otherwise directed by the evaluator or Superintendent.
- P. Teachers shall not send pupils on errands away from the school property.
- Q. Teachers are to be given all necessary keys to handle their business in their respective buildings.
- R. Each member of the bargaining unit shall have a daily duty free lunch period of no less than forty (40) continuous minutes.
  - 1) Each classroom shall have the necessary number of student desks and chairs.
  - 2) Each classroom shall have the necessary equipment for instruction.

- 3) Each classroom shall provide the following for bargaining unit member's use:

Teacher desk with drawers and chair

One four-drawer file cabinet

Wastebasket

Bookshelves

Usable chalkboards

Screen

- S. One (1) overhead projector and one (1) TV and VCR will be available for every three (3) classrooms.
- T. No duties shall be assigned to elementary teachers during planning time.
- U. Bargaining unit members must be in compliance with Board policies regarding employee professionalism and dress.

#### 12.02 Job Description

- A. Qualifications: Set by State Certification Standards
- B. Responsible to: Evaluator
- C. Job Goal: To help students learn subject matter and/or skills that will contribute to their development as mature, able and responsible citizens of their community.
- D. Performance Responsibilities:
1. Plans a program of study that, as much as possible, meets the individual and group needs, interests, and abilities of students.
  2. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.
  3. Uses the Course of Study Guide in the learning process toward the achievement of curriculum goals and, in conjunction with the goals, establishes clear objectives for all lesson plans, units, projects; and communicates those objectives to students.
  4. Assesses the progress of students on a regular basis and provides progress reports as required.
  5. Counsels with students and communicates with parents on a regular or as needed basis.

6. Assists the administration in implementing all policies and/or rules governing student life and conduct and maintains order in the classroom in a fair and just manner.
7. Exercises extreme care and judgment in relationships with students so that neither the image of the student nor the teacher will be affected adversely.
8. Cooperates with all colleagues, realizing that, while like or dislike of fellow staff members cannot be legislated, cooperation is essential for an effective school system.
9. Creates a positive image and enthusiasm for learning.
10. Speaks positively about students and school system.
11. Strives to improve his/her professional competencies through additional study, workshops, university work and publications.
12. Attends all staff meetings and serves on staff committees as required, unless excused by the person calling the meeting.
13. Complies with rules and regulations as set forth by the evaluator and district administrator.
14. Maintains a professional posture through appropriate dress, behavior and adherence to other locally established standards of teacher department.
15. Responsible for the proper use of school property and equipment entrusted to them.
16. Bargaining unit members must submit a transportation request for the use of school transportation for a field trip at least one week in advance of the date of the field trip.

### 12.03 Discipline of Employees

Discipline of employees shall be corrective in nature whenever possible, and all employees shall have the right to have a representative of his/her choice present at any meeting related to discipline. The levels of progressive discipline are:

- A. Verbal reprimands
- B. Written reprimands
- C. Suspension from work of three (3) days or less. This suspension may be with or without pay at the recommendation of the Superintendent.
- D. Suspension from work of more than three (3) days. This may be with or without pay at the recommendation of the Superintendent.

E. Termination.

Immediate corrective action, including suspension or termination, may only be taken in cases of extremely serious and/or overt actions.

Any objections to the basis or severity of the corrective disciplinary action shall be pursued through the grievance procedure appearing in Article 2 of this Agreement.

### **ARTICLE 13 - LEAVES**

#### **13.01 Sick Leave**

Sick leave is provided for all full-time employees at the rate of one and one-fourth (1¼) days for each completed month of service, cumulative to two hundred forty (240) days.

Teachers may use sick leave for absence due to illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees or to pupils, and to illness or death in the immediate family.

- A. Immediate family means: husband, wife, children or any other members of the same home; mother and father; brothers and sisters; grandfather, grandmother and grandchildren; father-in-law and mother-in-law.
- B. Application for Sick Leave form attached as Appendix C.
- C. Sick leave may be used for funeral leave for immediate family members listed above and aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

#### **13.02 Use of Sick Leave for Pregnancy**

Members of the bargaining unit not covered under the Family Medical Leave Act may use sick leave during the recovery from childbirth for the period of time the attending physician deems the member unable to perform her regular duties. If there is evidence that the employee is unable to perform her full duties and responsibilities, the Superintendent may require an impartial physician's statement concerning the employee's physical condition.

#### **13.03 Extended Leave of Absence**

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

- A. Upon written request of a teacher, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes.

Teachers shall not be granted unpaid leave to teach in another Ohio school district.

- B. Upon written request of a teacher, the Board may grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.
- C. Upon subsequent request, such leave may be renewed by the Board.
- D. Teachers on leave shall notify the Board by April 15<sup>th</sup> of the current school year for which the leave was granted of their intent to return from leave for the following school year.

Upon return to service at the expiration of a leave of absence, a teacher shall be given a position for which he/she is properly certified.

- E. A leave of absence shall not lengthen the duration of an employee's limited contract.
- F. The teacher taking the leave of absence will be returned to the same position held prior to taking the leave if he/she returns within one (1) year and the teacher has four (4) or more years of experience and has seniority in that position. A teacher taking two (2) years leave of absence will return to a position for which he/she holds certification.
- G. Attendance incentive for employees who have met the following standard for leave use during a school year shall receive the following;

0 days missed = \$500.00

1 days missed = \$300.00

2 days missed = \$100.00

Sick leave and personal leave will be counted as absences. Professional leave, assault leave, association leave and jury duty shall not count as absences for purposes of this section.

Employees shall receive payment of the attendance incentive in their second pay of July.

#### 13.04 Association Leave

The Association shall be granted seven (7) days annual leave for representatives to attend professional business meetings. This leave is non-accumulative. The Board will pay the expenses of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.

The Association President shall notify the District if the President is not the teacher using Association leave.

### 13.05 Assault Leave

A teacher who is absent from work due to a physical or emotional disability resulting from a physical assault that occurred while the teacher was performing in the confines of his/her employment assignment, or job duties may apply for workers' compensation benefits. If as a result of the physical assault, Workers' Compensation of Ohio certifies the employee must be absent from work, the Board of Education will pay the difference between the Workers' Compensation daily amount and the employee's daily rate of pay for a maximum of thirty (30) days. This leave will not be deducted from an employee's sick leave balance. During the initial thirty (30) days of absence, all employee insurance and retirement benefits shall continue. After thirty (30) days of absence, the employee may choose to continue Workers' Compensation benefits only or utilize their sick leave. The employee may elect to have his/her pay continue to be paid by the Board during the thirty (30) days, provided the employee remits the Workers' Compensation benefits to the Board upon receiving them.

### 13.06 Child Care Leave of Absence

- A. Child care leave shall be granted without pay.
- B. The member of the bargaining unit may request a leave for the remainder of the quarter, semester, or year upon request. The first leave request shall be granted. The member may request a second leave of not more than one (1) year. The request for a second leave will be considered by the Board and may be granted.
- C. The teacher taking the leave of absence will be returned to the same position held prior to taking the leave if he/she returns within one (1) year and the teacher has four (4) or more years of experience and has seniority in that position. A teacher taking two (2) years leave of absence will return to a position for which he/she holds certification.
- D. An employee returning from maternity leave shall not be entitled to advance on the salary schedule during period of absence.
- E. If an employee desires to maintain insurance, the responsibility for premium payment is that of the employee. Payment must be made monthly in advance to the Treasurer's Office or directly to the insurance company. Premiums shall not exceed one hundred two percent (102%) of the Board's premium.

### 13.07 Court Leave

If a teacher must serve on jury duty, the teacher shall receive pay from the District at the rate of the difference between jury duty pay and their regular pay.

### 13.08 Adoptive Leave

- A. A teacher adopting a child, upon request, shall be granted a leave to commence at any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave request may be for the remainder of the quarter, semester,

or year. The first adoptive leave request shall be granted. The bargaining unit member may request a second child care leave of not more than one (1) year. The request for a second leave will be considered by the Board and may be granted.

- B. The teacher taking the leave of absence will be returned to the same position held prior to taking the leave if he/she returns within one (1) year and the teacher has four (4) or more years of experience and has seniority in that position. A teacher taking two (2) years leave of absence will return to a position for which he/she holds certification.
- C. If an employee desires to maintain insurance, the responsibility for premium payment is that of the employee. Payment must be made monthly in advance to the Treasurer's Office or directly to the insurance company. Premiums shall not exceed one hundred two percent (102%) of the Board's premium.

### 13.09 Personal Leave

- 13.091 All bargaining unit members shall be granted a maximum of three (3) days personal leave per school year. Such leave is not cumulative and, except as otherwise provided in 13.083 below, shall be granted for the following reasons only:
- A. Sale or purchase of real property
  - B. Graduation of son, daughter, husband, wife, father, mother, step-son, step-daughter, step-father or step-mother.
  - C. Marriage of bargaining unit member, son, daughter, father, mother, step-son, step-daughter, step-father or step-mother (wedding day only)
  - D. Settlement of an estate
  - E. Adoption of a child
  - F. For appearance in court providing any pay by court be deducted from regular salary or the stipend check given to Treasurer.
  - G. For the funeral of a close friend and/or relative not covered under the sick leave policies of the Board.
  - H. For any act of nature or an accident that disrupts utility service, plumbing, heating or so damages the house or property that a condition is created that is hazardous to the welfare of the bargaining unit member and/or his family and must be corrected without undue delay.
  - I. Graduation of self from an accredited college or university with a bachelors or advanced degree in education.

- J. For registration for college courses not to exceed one (1) hour plus normal driving time to the college or university at which the course is to be taken, if after school or Saturday registration is not provided.
- K. As recipient of any award for contributions to education, community, or church.
- L. For mechanical failure of automobile.
- M. For an appointment with the State Teachers' Retirement Board if bargaining unit member is eligible and plans to retire.
- N. College orientation and other post-high school associated activities for children of bargaining unit members.
- O. Education professional meetings
- P. Moving
- Q. Road conditions making it impossible to report to work.
- R. Observance of religious holidays where total abstinence from work is required.
- S. Personal business that cannot be handled at some other time (Ref. 13.094).

13.092 Requests for Personal Leave shall be filed with the employee's building administrator and forwarded to the Superintendent for his action. The application will be filed as many days previous to the requested absence as possible. Approval will not normally be granted for school days immediately preceding and following school vacation periods or by the end of the second week of May each school year. These days shall not accumulate from one (1) year to another. The reasons for the request shall be checked on the application form.

13.093 Two (2) of the three (3) days referred to in 13.081 above shall be an Unrestricted Personal Use Day (No more than six (6) people in the District can be absent on any given day on Unrestricted Personal Leave).

13.094 Restricted personal leave may not be used for sick leave purposes, travel with spouse for business, fraternal meetings, shopping, political action/lobbying, visiting social engagements, recreation, vacation, or for business other than personal business that cannot be conducted after duty hours.

13.10 Members of the bargaining unit on an unpaid leave of absence shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurance by making monthly payments to the Treasurer. Premiums shall not exceed one hundred two percent (102%) of the Board's premiums.

### 13.11 Family Medical Leave Act

- A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by the Act. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.
- B. Eligibility
- An employee must have one (1) year's service and also meet all other requirements of the Act.
- C. Leave Provisions
1. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year to care for a new child or a sick child, parent, or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.
  2. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
  3. Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.
  4. Leave taken for a new child must be taken within one (1) year of birth or placement of the child. The employee must give the Board thirty days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty days.
  5. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.
- D. Protection of Employment and Insurance
1. The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.
  2. The Board shall continue to pay the Board contribution to the current medical insurance plan and to STRS for the employee while they are on leave under this Article.

3. The taking of a leave under this Article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physician as to the medical necessity for a leave under this Article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This Section shall be uniformly applied.

F. Return from Leave

If a teacher takes a leave under this Article which is to terminate within the last three (3) weeks before the end of a school term, and the leave is of more than five (5) weeks duration, the Board may require the teacher to remain on leave for the remainder of the term, under the same conditions as are required by this Article, even if all twelve weeks required by law have been used.

- G. The above provisions shall not be construed in any way that is inconsistent with the terms of the Act.

## **ARTICLE 14 - WORK YEAR**

### 14.01 Work Year

The work year will consist of one hundred eighty (180) days including Parent-Teacher Conferences for students plus four additional days for certificated staff. Two days at the beginning of the year shall be divided as follows; (1) One-quarter ( $\frac{1}{4}$ ) of day one will be designated for principals meeting and three-quarters ( $\frac{3}{4}$ ) of day one shall a teacher workday; (2) One-quarter ( $\frac{1}{4}$ ) of day two is designated for general meetings and three-quarters ( $\frac{3}{4}$ ) of day two is to be designated for inservice.

These four days are to be used for record days and in-service days. If for reason of calamity, school is closed on a Record Day or In-Service Day, it will be considered a Calamity Day. The Superintendent will submit three (3) or more calendar proposals to the Association. The Association by majority vote will select one of the proposals. The Association's selection will be submitted to the Superintendent for consideration by the Board.

The workday shall be a continuous seven (7) hours and thirty (30) minutes in length.

- 14.02 When calamity days are announced on the TV and radio, the announcement will indicate whether or not buildings will be open and heated for teachers to work. This is on a voluntary basis.

- 14.03 A committee comprised of the Superintendent, an Association member from each building selected by the Association President and classified employees as per their agreement will meet to determine a policy for making up five (5) calamity days beyond

the individual five (5) calamity days. This policy will be adopted prior to the end of each school year for the next school year's calendar.

#### 14.04 New Teacher Inservice

All teachers new to the district shall attend one day of technology inservice and also attend a New Teacher Orientation Meeting prior to the start of their first day of employment. The technology inservice shall be provided by the Technology Coordinator or Assistant Technology Coordinator.

### **ARTICLE 15 - TEACHER-PUPIL RATIO**

#### 15.01 Teacher-Pupil Ratio

The building evaluators shall make every attempt to achieve a ratio of 25-1 in grades K-5 and 30-1 in grades 6-12. When the teacher-pupil ratio exceeds 30-1 in K-5 for more than twenty-five (25) working days, the teacher will have the assistance of a full-time aide.

### **ARTICLE 16 - PROFESSIONAL ORGANIZATIONS**

#### 16.01 Professional Organizations

Membership in a professional organization shall not be a requirement for employment.

### **ARTICLE 17 - CONTRACTS**

#### 17.01 Individual Contracts - Regular

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

- A. Name of Teacher
- B. Name of School District
- C. Type of Contract - Limited/Continuing; Duration
- D. Annual regular salary to be paid and the basis used to determine the amount.
  - 1. Such information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract.
- E. Signature of the Board President, Treasurer and Teacher.

#### 17.02 Individual Contracts - Supplemental

All teachers paid to perform assignments beyond regular duties shall be given written supplemental contracts in addition to their regular contracts. The supplemental contracts shall include the following:

- A. Name of Teacher
- B. Name of School District
- C. Duration of contract and time period in which supplemental duty is to be performed
- D. Title of the Supplemental Duty
- E. The Amount of Pay and Basis of Pay
- F. Signature of the Board President, Board Treasurer and Teacher

**ARTICLE 18 - INSURANCE**

18.01 General Provisions

The Association agrees to incorporate and follow all provisions of the OME-RESA Health Benefits Program Funding Guidelines as written July 1, 1996.

18.02 Coverage

- A. The Board shall provide bargaining unit members with Aultcare or Direct Care America health insurance plan or another health insurance plan that is equivalent or better than Aultcare or Direct Care America. The Aultcare or Direct Care America health insurance plan will require a twenty percent (20%) out of network cost with co-payment which will be two times that of the current out of pocket cost for out of network care.
- B. All employees hired after July 1, 2000 shall be subject to the following spousal exception:

All eligible dependent spouses must enroll in the group health plan sponsored by their employer. However, eligible dependent spouses are not required to cover any eligible dependent children under the plan of the eligible dependent spouse. Except for the above condition, this provision is subject to the coordination of benefits and the birthday rule law found in ORC 3902.13.

Should the status of an employee change that may require a change in the employee's health care coverage or eligible dependent coverage, the employee will notify the Board with such a change within forty-five (45) days.

Falsification of enrollment information or failure to notify the Newcomerstown Exempted Village School District of changes in the eligible enrollments of a spouse into spousal employer group insurance coverage will result in the loss of insurance benefits to the employee.

18.03 Enrollment

- 18.031 Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Board.

18.032 New employees may enroll within thirty (30) days of employment with the coverage becoming effective on the first day of employment. An employee may change coverage status from single to family or vice versa at any time. An employee not enrolled may enroll at any time for immediate coverage. Forms for changes in enrollment status shall be made available by the Board. Claim forms for each plan shall be available in each building.

18.04 Insurance Contracts

18.041 The Board shall provide annually to every member a copy of each insurance contract and any mutually-agreed upon changes to the insurance contract(s).

18.05 Insurance Plans – Effective September 1, 2006

Medical Benefits	In-Network	Out of Network
Annual Deductible		
Single	\$200	\$450A
Family	\$400	\$900A
Out of Pocket Maximum <i>(include deductibles)</i>		
Single	\$700	\$1,950A
Family	\$1,400	\$3,900A
Dr. Office Visits/Illness	\$10 co-pay	70%* UCR
Emergency Care	100%B	100% UCR
Preventive Care		
Routine Physical	100%B	70% UCR
Routine Pap Test	100%B	70% UCR
Routine Mammography (\$85/yr.)	100%B	70% UCR
Well Baby Care <i>(Immunizations to 12 mos.)</i>	100%B	70% UCR
Immunizations	90%	75%*UCR
Maternity Care	90%	75%* UCR
Care In-Hospital		
Non-Emergency Care	90%	75%* UCR
Emergency Rm/Facility	70%	50%* UCR
Pre-Admission Testing	90%	75% UCR
As an Out-Patient (Lab, X-Ray, Diagnostic & Therapy Svcs)	90%	75%* UCR
Second Surgical Opinion	100%	100% UCR
Mental Health/Substance Abuse		
Inpatient Care	90%	75%* UCR
Outpatient Care	90%	75%* UCR
Other Services (Home Health, Hospice Care, Skilled Nursing)	90%D	75%* UCR
Chiropractic, Durable Medical Equipment	90%D	75%* UCR
Ambulance	80% <i>(After Aultcare Deductible)</i>	80% <i>(After Aultcare Deductible)</i>
Allergy Extracts	80% <i>(After Aultcare Deductible)</i>	80% <i>(After Aultcare Deductible)</i>
Lifetime Maximum	\$2,000,000	\$1,000,000

\*Deductible charges are applied first before the plan begins to pay at the percentage level indicated.

A-Deductible and Out-of-Pocket amounts met In-Network **do not** apply to Deductible and Out-of-Pocket amounts met for Out-of-Network services.

B-Deductibles are waived for emergency Care & Preventive Care Services where a 100% benefit is displayed.

C-Mental Health/Substance Abuse coverage for Inpatient Care/Outpatient Treatment Programs limited to 30 days per calendar year. Coverage for Outpatient Psychotherapy limited to 30 visits per calendar year.

D-Home Health Care requires plan approval for up to 60 visits per calendar year. Hospice care requires plan approval for up to 6 months of care. Skilled nursing requires plan approval for coverage up to 50 days of illness. Chiropractic care limited to 30 visits per calendar year.

18.051 Hospital, Surgical and Major Medical

The Hospital, Surgical, and Major Medical Plan shall meet the following specifications:

Hospital Benefits	365-day group certificate Subrogation and coordination of benefits Single maternity benefits Benefits in non-member hospital Outpatient mental or emotional disorders Inpatient and outpatient alcoholism and substance abuse rider Diagnostic service and emergency care Dependent children rider to age 25 if full-time student; otherwise to age 23
Physician Benefits	Usual, customary and reasonable 365-day coverage indemnity benefits Dependent children rider to age 25 if full-time student; otherwise to age 23 Subrogation and coordination of benefits rider Outpatient psychiatric, alcoholism, and substance abuse services Emergency services for acute medical conditions Obstetrical services Diagnostic services UCR outpatient and inpatient surgery
Major Medical	\$100.00 Individual, \$200.00 Family deductible (effective 1/1/91) Dependent child rider to age 25 if full-time student; otherwise to age 23 90% coverage of first \$2,500.00 expenses 100% coverage of over \$2,500.00 expenses Maximum benefit \$1,000,000 Maximum bed and board charge – most common rate for semi-private room, plus \$10.00 Mental illness limit to \$1,200 in a calendar year Special care facility limit to \$10,000 in a calendar year Organ transplant rider

## 18.0512 Comprehensive 365-Day Coverage

**Accommodations:** Pays the full cost of any room with two or more beds in an accredited hospital. Most common 2-bed allowance given towards the cost of a private room.

**Hospital Services:** Pays the full cost of all regular hospital services. (Includes drugs, dressings, x-rays, operating room, intensive care, nursery charges, blood, etc.)

**Length of Stay:** Pays up to 365 days per member per confinement. (Automatically renews when 90 days separates discharge from and readmission to a hospital).

**Maternity:** Pays the same benefits as above for the contract holder or spouse.

**Out-Patient:** Pays the full cost of hospital charges for:

- a. Emergency care rendered within seventy-two (72) hours of an accident
- b. Follow-up care within thirty (30) days of accident such as cast change, suture removal, etc.
- c. Out-patient surgery
- d. Medical emergencies within twenty-four (24) hours of onset
- e. Out-Patient Diagnostic services performed at a hospital such as x-rays, EEG's, EKG's and diagnostic laboratory services.
- f. Pap tests, mammograms and prostate cancer tests shall be fully covered.

*(Note: a. through f. above may all be performed in emergency clinics as well as hospital emergency rooms.)*

**Extended Care Facility:** Provides coverage in an extended care facility if this admission has been approved prior to discharge from a hospital and is medically necessary.

**Hospice Care:** Provides coverage in a hospice setting if approved prior to discharge from a hospital.

**Home Health Care:** Provides coverage for home health care visits if the visits have been approved prior to discharge from a hospital and is medically necessary.

Dependents: Unmarried, dependent children are covered from birth to age 25 if full-time student; otherwise to age 23.

Coordination and Subrogation of Benefits

There will be reduction in coverage for employees over age 65.

18.0513 UCR Physicians Coverage

The "UCR" physician coverage pays the doctor's usual, customary, and reasonable charge for:

Surgery

Setting of fractures

Treatment of burns

Stitching of wounds Administration of general anesthesia when administered for covered surgical services

Medical treatment for non-surgical bed-patient cases such as heart attacks, pneumonia, etc. for up to three hundred sixty-five (365) days per confinement

Radiotherapy treatment

Medical care rendered concurrently with surgical care by a physician other than the surgeon for a condition unrelated to the surgery

Assistant surgeon when medically necessary

Consultant for hospitalized bed-patients (one per admission)

Doctor's professional charge for out-patient diagnostic services, performed in a doctor's office or laboratory such as x-rays, EEG's, EKG's and diagnostic laboratory services

Maternity

Coordination and Subrogation of Benefits

Chemotherapy

Rehabilitation services

All other services rendered that are deemed medically necessary

18.052 Dental

18.0521 The dental plan shall include the following specifications:

18.0522 Deductible Amounts

Twenty-five dollar (\$25) individual deductible amount per calendar benefit year.

Seventy-five dollar (\$75) family deductible amount per calendar benefit year.

18.0523 One hundred percent (100%) of the customary and reasonable fees charged by a dentist, not subject to deductible, for the following:

1. Routine oral exams (2 times a calendar year)
2. Teeth cleaning (2 times a calendar year)
3. Fluoride treatments (once every twelve (12) months)
4. Emergency pain treatments
5. Space maintainers
6. Diagnostic X-Rays
7. Tests and lab exams

18.0524 Eighty percent (80%) of the reasonable and customary fees charged by a dentist, subject to the deductible amounts, for the following:

1. Fillings (Amalgams , Silicate, Acrylic)
2. Root Canal Therapy
3. Treatment of Gum Disease
4. Repair of Bridgework and Dentures
5. Extractions and Oral Surgery
6. General Anesthesia (only if medically necessary)

18.0525 Fifty percent (50%) of the reasonable and customary fee charged by a dentist, subject to the deductible amounts, for the following:

1. Inlays, Onlays, Gold Fillings, or Crown Restorations
2. Initial Installation of Fixed Bridgework
3. Installation of Partial or Full, Removable Dentures
4. Replacement of Existing Bridgework of Dentures

18.0526 Fifty percent (50%) of the reasonable and customary fee charged by a dentist, not subject to deductible, for the following:

1. Full Banded Orthodontic Treatment
2. Appliances for Tooth Guidance
3. Appliances to Control Harmful Habits
4. Retention Appliances (not in connection with full banded treatment)
5. Lifetime maximum per person, five hundred dollars (\$500.00)

18.0527 The calendar year maximum per person shall be limited to seven hundred fifty dollars (\$750.00).

18.053 Life Insurance

18.0531 The Board will pay one hundred percent (100%) of the premiums for term life insurance and accidental death and dismemberment insurance for each teacher in the amount of thirty thousand dollars (\$30,000.00). Each teacher may opt to purchase an equal additional amount of term life insurance according to the insurance carrier's rates and subject to any limitation imposed by the carrier as to percentage of participation. Conversion rights shall be available.

18.054 The Board will provide at no cost to the employee Vision Insurance with benefits equivalent to AultCare with co-payments as included in this plan. Refer to the Schedule of Vision Benefits in the Health Care Benefits Guide.

18.055 Mail-In Prescription Coverage

Effective September 1, 2006, the district shall provide mail-in prescription coverage, with a ninety (90) day supply, to employees and their families with a ten dollar (\$10.00) co-pay for generic brand prescription drugs, and a twenty dollar (\$20.00) co-pay for brand name prescription drugs. When there is no generic brand prescription drug available, a co-pay of ten dollars (\$10.00) will be paid for the brand name prescription drug. When the prescription is written "to be dispensed as written" the co-pay shall be fifteen dollars (\$15.00).

18.056 The Newcomerstown School District has opted out of the HIPPA.

18.06 Section 125 Flexible Benefit Plan

The District agrees to implement a Flexible Benefit Plan under Section 125 of the Federal Internal Revenue Code, to become effective as of January 1, 2007. Consistent with all applicable statutes and regulations, an employee who participates in health insurance benefits under this Article may also voluntarily select and participate in those benefit options under the Plan (such as payment with pre-tax dollars of non-covered medical care expenses and/or dependent care expenses) that best meet the employee's needs. The administrative fee applicable to the employee who elects to participate in the plan will be paid by the employee through payroll deduction.

18.07 Insurance Committee

A committee comprised of the Superintendent, a evaluator selected by the Superintendent, the Treasurer and an Association representative from each building selected by the Association President will be formed to investigate new types of insurance and to communicate with the members about insurance issues.

The above insurance has been modified to reflect an additional ten percent (10%) for out of network cost.

**ARTICLE 19 - SEVERANCE PAY AND PROFESSIONAL GROWTH**

19.01 Severance Pay

Employees with ten (10) years service with the District may, at the time of their retirement from service with the District, elect to receive partial payment for their unused accumulated sick leave.

The request for payment must be submitted to the Board along with the declaration and request for retirement. Only those employees whose effective date of retirement is not later than ninety (90) calendar days after the last paid day of service shall be eligible. The employee must show proof of acceptance into the State Teachers Retirement System before receiving severance pay.

Employees who have accumulated the maximum number of sick days of two hundred forty (240) shall receive the maximum payment of sixty (60) days. Employees who have not accumulated the maximum of two hundred forty (240) days, shall receive payment for one-quarter (1/4) of the total accumulated sick leave to a maximum of Sixty (60) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment shall eliminate all sick leave credit to the employee at the time.

Such payment shall be made only once to any employee, no later than sixty (60) days after the effective date of retirement with the State Retirement Teachers System, or January 2 of the following year, whichever is designated in writing to the Treasurer.

19.02 Professional Growth - Tuition Reimbursement

Employees who take additional credit hours or CEU hours, which have a relationship to the skills the employees use in their employment in the District, as approved by the Superintendent or LPDC shall be reimbursed for tuition costs, as specified below, upon completion of the course provided the grade is not below a "C" if graded on a letter scale or is a "P" or "S" if graded on a pass/fail or satisfactory/unsatisfactory scale.

The Board shall appropriate an amount equal to one hundred percent (100%) of the BA-0 step of the salary schedule for payment of college credit. Employees must apply for tuition reimbursement prior to commencing the class. The Newcomerstown Exempted Village School District Board of Education and the Newcomerstown Teachers' Association agree to take an annual appropriation and divide it equally among the total bargaining unit members. This would give each teacher an equal amount of the appropriation. The amount of payment to a bargaining unit member shall not exceed the cost of tuition. Any unused amount of the appropriation shall carry over from one fiscal year into the next, but such carry over shall not exceed an amount equal to one and three-quarter (1¾) times the BA-0 step of the salary schedule for any fiscal year.

Written verification of the cost incurred and a copy of the grade sheet or transcript shall be submitted to the Treasurer for payment. Payment will occur within ten (10) days of Board approval.

## **ARTICLE 20 - SUBSTITUTE TEACHERS**

### 20.01 Substitute Teachers

- A. Substitute teachers shall be approved by the Superintendent of Schools and Newcomerstown Exempted Village Board of Education and shall hold proper teacher certification.
- B. Substitute teachers shall be responsive to all policies, rules and regulations applicable to the regular teacher.
- C. When a regular classroom teacher is absent, the evaluator shall make every effort to replace that teacher with a substitute. If an emergency occurs during the day or a substitute cannot be located, the evaluator may ask a teacher to cover classes during their conference period with no compensation. A teacher may refuse to cover classes with no recourse. When a substitute cannot be found for special classes, such as industrial arts, students may be placed in study hall.

## **ARTICLE 21 - SALARY**

### 21.01 Salary Schedule Determination

The Board of Education agrees to pay all members of the LPDC an annual stipend equivalent to .03 of the BS-0 Step of the Salary Schedule.

The Board of Education agrees to pay all teachers serving as a mentor teacher under the entry year program an annual stipend equivalent to .04 of the BS-0 Step of the Salary Schedule.

A. Training Credit

1. All credits for training must be certificated by the Ohio State Department of Education or by an accredited teacher training institution.
2. All training and experience shall be certified by the Superintendent to the Treasurer.
3. Teachers will receive credit for training only when the amount of such training is sufficient to qualify them for the next higher salary bracket. Upon completion of such training, the teacher shall notify the Superintendent by submitting a transcript. Salary adjustment will be made at the next regular meeting of the Board after receipt of transcripts from the teacher, if the action takes place at or prior to the May regular BOE meeting. Any transcript received after June 1 will result in salary placement changes effective the following school year.

B. Determination of Experience

1. Credit for ten (10) years teaching and/or administrative experience outside the District will be given. In no case shall the Board grant more credit to a teacher new to the system than the total of the employee's experience and/or military service equivalent.
2. The Board will grant a year's experience if the applicant taught one hundred twenty (120) days in any one (1) school year in the same school district or served the same number of days in a branch of the Armed Forces of the United States.

C. Salary Notice

All certificated personnel will be notified of their salaries on or before July 1 of each year.

- D. The hourly rate of a bargaining unit member is determined by dividing the annual salary of the bargaining unit member as placed upon the salary schedule by one hundred eight-four (184) contracted workdays and then dividing that answer by seven and one-half (7.5) contracted work hours.

Example: An employee placed at the Masters' Column Step 5 of the salary schedule in 1999-2000 would receive an annual salary of thirty thousand two hundred eighty dollars (\$30,280.00). Dividing that salary by one hundred eighty four (184) days results in a daily salary of one hundred sixty-four dollars and fifty-six cents (\$164.56). Dividing that daily salary by seven and one-half (7.5) hours results in an hourly rate of twenty-one dollars and ninety-four cents (\$21.94) per hour.

SALARY INDEX

<b>NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT</b>				
<b>TEACHER SALARY INDEX</b>				
<b>YEARS</b>		<b>150</b>		
<b>EXP.</b>	<b>B.A./B.S.</b>	<b>Sem. Hrs.</b>	<b>Master's</b>	<b>M +15</b>
0	1.000	1.045	1.095	1.145
1	1.045	1.095	1.150	1.200
2	1.090	1.145	1.205	1.255
3	1.135	1.195	1.260	1.310
4	1.180	1.245	1.315	1.365
5	1.225	1.295	1.370	1.420
6	1.270	1.345	1.425	1.475
7	1.315	1.395	1.480	1.530
8	1.360	1.445	1.535	1.585
9	1.405	1.495	1.590	1.640
10	1.450	1.545	1.645	1.695
11	1.495	1.595	1.700	1.750
12	1.540	1.645	1.755	1.805
14	1.585	1.695	1.810	1.860
16	1.630	1.745	1.865	1.915
18	1.675	1.795	1.920	1.970
20	1.720	1.845	1.975	2.025
22	1.765	1.895	2.030	2.080

All steps and columns remain in place for 2011-2012. There will be a freeze on steps and columns for 2012-2013.

SALARY SCHEDULE

<b>2011-2013 SCHOOL YEAR</b>				
<b>Base Salary:</b>				<b>\$26,649</b>
<b>YEARS</b>		<b>150</b>		
<b>EXP.</b>	<b>B.A./B.S.</b>	<b>Sem. Hrs.</b>	<b>Master's</b>	<b>M +15</b>
0	\$26,649	\$27,848	\$29,181	\$30,513
1	27,848	29,181	30,646	31,979
2	29,047	30,513	32,112	33,444
3	30,247	31,846	33,578	34,910
4	31,446	33,178	35,043	36,376
5	32,645	34,510	36,509	37,842
6	33,844	35,843	37,975	39,307
7	35,043	37,175	39,441	40,773
8	36,243	38,508	40,906	42,239
9	37,442	39,840	42,372	43,704
10	38,641	41,173	43,838	45,170
11	39,840	42,505	45,303	46,636
12	41,039	43,838	46,769	48,101
14	42,239	45,170	48,235	49,567
16	43,438	46,503	49,700	51,033
18	44,637	47,835	51,166	52,499
20	45,836	49,167	52,632	53,964
22	47,035	50,500	54,097	55,430

All steps and columns remain in place for 2011-2012. There will be a freeze on steps and columns for 2012-2013.

21.04 Extra-Curricular Index Schedule – July 1, 2011 through June 30, 2013

- A. Members who perform co-curricular services shall receive remuneration based on the teacher’s base salary BA (0) times the index shown.

YRS EXP.	GROUPS						
	I	II	III	IV	V	VI	VII
0	.150	.120	.100	.070	.050	.035	.025
2	.160	.130	.110	.080	.055	.040	.030
4	.170	.140	.120	.090	.060	.045	.035
6	.180	.150	.130	.100	.065	.050	.040

- B. All members employed after July 1, 1997 on a supplemental contract by the Board of Education shall be granted up to a maximum of four (4) years of experience credit from another school district for previous experience in the same supplemental contract position. In order to obtain the “years of experience” credit, the member must provide the Newcomerstown Exempted Village School District Superintendent of Schools with written proof from the Superintendent or Treasurer of the previous school district of the previous experience. This letter of proof must be provided at the time of initial employment.
- C. Any member who moves to the left on the above index because of a different supplemental contract in the same activity shall be awarded a maximum of four years of experience credit for stipend determination of the new supplemental contract.
- D. Any member who moves to the right on the index because of a different supplement contract in the same activity shall be granted the same number of years on the new supplemental contract that the member would have had on the sold supplemental contract.
- E. It is the responsibility of the bargaining unit member to provide proof of previous experience for the calculation of stipend determination. This proof shall be submitted in his/her letter of application to the Superintendent for the supplemental contract position.

F. Groups

GROUP I

Athletic Director + \$300.00

Head Football Coach

Head Basketball Coach, Boys

Head Basketball Coach, Girls

Band Director (Concert, Marching, Pep Band)

GROUP II

Strength Coach

Head Wrestling Coach

Head Track Coach, Boys and Girls.

GROUP III

Head Baseball Coach

Head Softball Coach

Head Volleyball Coach

Head Golf Coach

Head Cross Country Coach

Assistant Basketball Coaches, Boys (2)

Assistant Basketball Coaches, Girls (2)

Assistant Football Coaches (4)

GROUP IV

Assistant Athletic Director

Assistant Wrestling Coach

Assistant Band Director

Freshman Basketball Coach, Boys

Assistant Softball Coach

Assistant Volleyball Coach

Assistant Baseball Coach

Assistant Track Coaches (2)

High School Yearbook Advisor  
Junior High Football Coaches (3)  
Junior High Basketball Coaches, Boys (2)  
Junior High Basketball Coaches, Girls (2)  
Junior High Wrestling Coach  
High School Drama (2 plays)  
High School Cheerleading Advisor, Football  
High School Cheerleading Advisor, Basketball

#### GROUP V

Junior High Cross Country Coach  
Junior High Track Coaches (3)  
Junior High Volleyball Coaches (2)  
Freshman Volleyball Coach  
High School Choir  
Junior High Cheerleading Advisor, Basketball  
Junior High Cheerleading Advisor, Football

#### GROUP VI

Junior-Senior Prom  
High School Student Council Advisor  
Peer Tutoring Supervisor - Middle School  
5th Grade Peer Tutoring - West  
High School Scholar Quiz Team Advisor  
Color Guard Instructor  
Majorette Advisor

#### GROUP VII

Assistant Drama Director (1 Play)  
Senior Class Advisor  
Junior Class Advisor  
Sophomore Class Advisor

Freshman Class Advisor  
Junior High Student Council Advisor  
Junior High National Honor Society  
High School National Honor Society  
Envirothon  
5<sup>th</sup> Grade level Camp Coordinator  
6<sup>th</sup> Grade level Camp Coordinator  
Senior Class Trip Coordinator  
8th Grade Class Trip Coordinator  
Assistant Cheerleading Advisor  
Youth Programs  
    Cross Country  
    Football  
    Boys Basketball  
    Girls Basketball  
    Wrestling  
    Volleyball  
Junior High Math Club Advisor  
Power of the Pen  
Science Fair Director (9-12)  
Science Night Coordinator (6-8)  
M.S. Science Olympiad

## **ARTICLE 22 - ASSOCIATION PRIVILEGES**

### 22.01 Association Privileges

The Association shall be granted the following privileges:

- A. Use of school facilities for meetings. Meetings are to be cleared and set by the building evaluator at least two weeks in advance and shall be arranged to not interrupt normal instructional programs or use by other community groups. The meetings must be in keeping with Board policy governing the use of the buildings.
- B. Use of school equipment such as copy machines, typewriters, calculators, computers, and audio-visual machines. Board-purchased consumable materials used by the Association, e.g., paper, shall be paid by the Association at Board

cost. The Association will assume liability for damage and loss of school equipment.

- C. Use of faculty bulletin boards, only with the permission of the building evaluator.
- D. Use of internal school mail delivery.
- E. Announcements concerning Association activities may be made by Association building representatives at the conclusion of staff meetings, providing the matter is arranged with the evaluator in advance of the meeting.
- F. The Association President shall receive at the same time it is sent to the Board members a copy of the Board agenda and all its attachments. Should additional items be added to the agenda at the Board meeting, a copy will be given to the Association President or designee at the Board meeting.

The Association shall receive any additional financial information necessary upon request to the Treasurer.

- G. The Association will be contacted for input on any and all matters concerning curriculum revision and textbook selections.

### **ARTICLE 23 - SALARY CHECKS AND DEDUCTIONS**

#### 23.01 Payment of Salary

The annual salary of each teacher shall be paid in twenty-six (26) installments. These payments will generally fall every other Friday. However, the sum total of payments made to the teacher shall not exceed the proportional part of his salary that the period of service he has rendered bears to the whole annual salary.

All teachers shall be paid utilizing direct deposit.

#### 23.02 Deductions

- A. The Board shall provide at no cost to the employee payroll deductions for:
  - 1. Organization Dues
  - 2. United Way
  - 3. Educators' Political Action Committee
  - 4. Additional term life insurance
  - 5. Credit Union
  - 6. Tax Sheltered Annuities
  - 7. U.S. Savings Bond
  - 8. Flexible Spending Account

B. Organization dues deductions shall be solely for NTA, ECOEA, OEA, NEA and their departments and divisions. The Treasurer will be supplied with a list of those persons desiring payroll deduction for dues no later than September 15 of each year. Deductions will commence with the first pay of October and continue with the remaining pay periods. Deductions shall continue in effect from year to year unless revoked in writing and delivered to the Association treasurer and Board treasurer at least thirty (30) days prior to the commencement of the school year.

C. Fair Share Fee

The Association President shall submit a list of all non-members who are members of the bargaining unit to the Treasurer no later than October 1 of each year. The Board shall deduct from the pay of members of the bargaining unit who elect not to become members of the Association a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

Payroll deduction shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck which period shall be the required probationary period of newly-employed bargaining unit members.

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

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

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

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share pursuant to the internal procedure adopted by the Association.

The Board and Treasurer shall be responsible only for the deduction of the authorized fair share fee and forwarding of the specified amount to the Association. The Association agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liabilities arising out of the Board's action or inactions involving the deduction of fair share fee.

The Board and the Treasurer shall be held harmless from any and all costs, including witness and fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the Board may be liable by virtue of the provisions of this Article.

It is specifically agreed that the Board shall not be liable to any party and, at no time, shall the Board pay out monies for any reason associated with the provisions of the Article.

D. Board Pick-Up of STRS Contributions

The Board agrees with the Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of employees in the bargaining unit under the following terms:

1. The amount to be "picked-up" shall be equal to the total STRS employee contribution of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. The pick-up shall apply uniformly to all members of the bargaining unit.
3. The pick-up shall apply to all compensation including supplemental earnings thereafter.
4. The parties agree that should the rules and regulations of the ARE, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
5. Payment for all paid leaves - sick leave, personal leave, severance and supplementals including unemployment and workman's compensation shall be based on the employee's daily gross pay prior to reduction in basis (e.g., gross pay divided by the number of days in a teacher's contract).

**ARTICLE 24 – ENTRY-YEAR PROGRAM**

This Article will be effective when the State Board of Education implements the requirement for an Entry -Year Program or when the Board chooses to implement it prior to the State mandate.

24.01 Definitions

For the purposes of this Article terms shall be defined as follows:

- A. "Mentor" - a member of the bargaining unit volunteering and selected to provide professional support to an individual in the first year of employment under a classroom teaching certificate/license or an educational personnel certificate.
- B. "Entry-Year Teacher" - a member of the bargaining unit in the first year of employment under a classroom teaching or educational personnel certificate/license.

#### 24.02 Program Development and Screening Committee

A committee of three (3) teachers appointed by the Association and two (2) administrators shall meet to develop the Entry-Year Program and shall also act as a screening committee to select teachers who will act as Mentor teachers. The Chairperson will be elected at the first meeting and serve for the remainder of that school year. To meet, three-fifths ( $\frac{3}{5}$ ) of the members of the committee must be present. The committee shall act by majority vote.

Teacher committee members shall be paid at the hourly rate for committee work, which is performed outside of the workday.

#### 24.03 Selection Process and Criteria For Mentor Teachers

- A. The screening committee will develop a Mentor nomination application form. The nomination forms for Mentor teacher position(s) will be made available to each member of the bargaining unit.
- B. To be considered, applicants must meet selection criteria and must be volunteers.

##### Criteria for Selection:

1. The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience in the District.
2. The applicant/nominee must have demonstrated above average teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screening committee to review the applicant/nominee's evaluations. The committee shall predetermine the criteria for "above average teaching performance" and shall determine whether an applicant's teaching performance has met those criteria.
3. The applicant/nominee must hold a valid teaching certificate/license and should currently be teaching in the same area of certification as the Entry-Year Teacher. If such an applicant/nominee is not available, the committee will waive these criteria so that the Entry-Year Teacher will have a mentor who meets the other criteria listed in this section.
4. The applicant/nominee must have demonstrated the ability to work cooperatively and effectively with the professional staff members.
5. The applicant/nominee must have completed an interview with the committee.

6. The applicant/nominee must have extensive knowledge of a variety of classroom management and instructional techniques and have completed mentoring class and Pathwise training.
7. The applicant/nominee must have the ability to maintain confidentiality.
8. Once Mentors have been selected, they shall be assigned to mentees in their area of certification and buildings. Should no Mentor be available in any area of certification, the committee shall assign a Mentor from another area of certification. This may result in a Mentor being assigned to a mentee from a different building.

C. Responsibilities

The Mentor teacher, in concert with the Entry-Year Teacher, shall develop a program of professional support for the Entry-Year Teacher. Such plan shall focus on skill enhancement. Each Entry-Year Teacher shall be given an initial orientation on the following matters:

1. The pupils and community to be served;
2. School policies, procedures, and routines, and copies of the Collective Bargaining Agreement between the Association and Board of Education.
3. Courses of study, competency-based education program, and responsibilities or lesson plans.
4. The layout and facilities of the assigned school building or buildings;
5. The nature of the Entry-Year Program which will be provided; and
6. Additional information an Entry-Year Teacher may need to be adequately prepared for a specific assignment.

D. Each Entry-Year Teacher shall be provided with the following:

1. Assistance in acquiring knowledge of this school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
2. Assistance with management tasks identified as especially difficult for Entry-Year Teacher;
3. Assistance in the improvement of instructional skills and classroom management; and
4. The opportunity to consult/observe other teachers both within and outside the district.

E. Mentor Training

Mentors shall be provided with the following:

1. An orientation to mentoring responsibilities;
2. Training in knowledge and skills necessary to perform mentoring responsibilities, i.e., Pathwise and mentor skills training; and
3. Opportunities to consult with and otherwise assist the assigned Entry-Year Teacher or Teachers on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

F. Restrictions

1. A program of professional support mutually developed by the Mentor teacher and Entry-Year Teacher shall not be developed or utilized as a part of the evaluation process.
2. No Mentor teacher shall participate in any informal or formal evaluation of an Entry-Year Teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an Entry-Year Teacher or in any way provide evidence against any bargaining unit member.
3. All interaction, written or oral, between the Mentor teacher and the Entry-Year Teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from the role as Mentor teacher.
4. No Mentor teacher shall be assigned to more than one Entry-Year Teacher at a time during a school year.

G. Protections

1. Other than a notation to the effect that a teacher has served as a Mentor teacher, the teacher's activities as a Mentor teacher shall not be part of that teacher's evaluation or any other employment decision.
2. No Entry-Year Teacher shall be required to remain in an entry-year program for a period longer than one school year.
3. Not later than six weeks after the initiation of the Entry-Year Program, the Entry-Year Teacher may approach the committee to attempt to exercise the option to have a new Mentor teacher assigned.
4. No later than six weeks after the initiation of the Entry-Year Program, the Mentor teacher may exercise the option of being relieved of a mentoring assignment.
5. No Mentor teacher shall be involved in the teacher evaluation process.

## H. Compensation

The Mentor teacher shall be compensated in the following manner:

1. Released from all other classroom teaching responsibilities as needed during the normal work year. The Mentor, Entry-Year Teacher and the principal will determine these hours. The building principal will be notified in advance of the released time schedule.
2. In addition, the Mentor teacher shall receive a supplemental contract with an annual stipend of .04 of the BA 0 step of the teachers' salary schedule in effect for that school year.

### **ARTICLE 25 - PEER EVALUATION**

#### 25.01 Peer Evaluation

The Peer Evaluation Program will consist of teachers within the same field of study or grade level participating in evaluation of classroom teaching methods for purposes of improving instruction. This program will be implemented by the evaluator of the building. Participation will be voluntary and the evaluation will not be used in any way for re-employment.

### **ARTICLE 26 - TUITION WAIVER**

26.01 A bargaining unit member who lives outside the District may enroll his/her child (children) in the District tuition-free.

### **ARTICLE 27 - COMPLAINTS AGAINST TEACHERS**

27.01 Openly talking out problems or concerns in the first line of dealing with complaints.

27.02 Initial attempts to settle complaints against teachers should be made informally through personal, private conferences at the school level among teacher, pupil, citizen, evaluator, and other appropriate staff personnel.

27.03 However, should the comments or complaint warrant consideration or investigation the following shall apply.

27.031 The citizen shall be encouraged to first discuss the concern personally with the teacher involved.

27.032 If the citizen is not going to contact the teacher then the administrator shall advise the teacher of the complaint and allow a response from the teacher.

27.033 No disciplinary action or reference in a teacher's written evaluation of such complaint shall be made if the citizen has refused to discuss the issue with the teacher and/or the teacher is not apprised of the complaint by an administrator.

- 27.034 The teacher shall have the right to representation at any meeting regarding a complaint.

### **ARTICLE 28 - K-12 GRADE LEVEL OR SUBJECT LEVEL PLANNING TIME**

- 28.01 Teachers shall be able to leave immediately after the student leaves two (2) days per week in exchange for teachers staying until 4:00 one day for grade level or subject level meetings not more than once per month. Meetings will be scheduled thirty (30) days in advance. Head Coaches/Directors may be excused if requested in advance by the building evaluator. This time is to allow for the sharing of ideas among teachers and also give administrators the opportunity to work more closely with staff.
- 28.02 Teachers would not be permitted to leave early on days that staff meetings are scheduled.
- 28.03 These meetings are not to be used for initiating and/or modifying graded courses of study.

### **ARTICLE 29 - DRUG-FREE WORKPLACE**

- 29.01 The Board may suspend, with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- 29.02 The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.
- 29.03 The conviction, guilty, or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for requiring the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.
- 29.04 Pre-Employment Drug Test

All persons being considered for a position in the Newcomerstown Exempted Village School District shall submit to a pre-employment drug/alcohol screening test prior to employment with the Board of Education. Any applicant found to test positive for a controlled substance as outlined in the DOT Regulations, shall not be employed.

Persons hired pending the outcome of drug testing shall be probationary employees until the District receives test results. Failure of an employee to successfully pass the drug testing shall result in the immediate termination.

### **ARTICLE 30 - SMOKE-FREE ENVIRONMENT**

- 30.01 There will be a smoking ban on all school grounds, and in all school buildings and school vehicles. Employees smoking on or in Board property will be disciplined.

## **ARTICLE 31 - MANAGEMENT RIGHTS**

- 31.01 The Board hereby retains and reserves unto itself, limited only by the Ohio Revised Code, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitutions of the State of Ohio, and of the United States.
- 31.02 The exercise of these rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE 32 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- 32.01 The Local Professional Development Committee (LPDC) shall be established to review, approve, and oversee professional development plans for licensing and certification, establish and approve CEU credit and college coursework, and give final approval for certification pending any appeal.
- 32.02 The term of office for LPDC members shall be two (2) years, except the initial term shall be staggered (2 for 2 years and 2 for 3 years) to provide continuity.
- 32.03 The LPDC shall be composed of seven (7) persons, three of which shall be appointed by the Superintendent, four of which shall be appointed by the Association, which shall have as representation one teacher from each school in the district. Vacancies arising during the term shall be filled in the same manner.
- 32.04 The Chairperson and the LPDC decisions shall be determined by majority vote of the LPDC.
- 32.05 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.
- 32.06 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. Teacher members shall be compensated at a rate of .03 of the BA-0.
- 32.07 LPDC members shall be afforded the opportunity to attend training related to performance of their duties. Where such training occurs during the regular work day, paid release time shall be granted not subject to any professional leave restrictions.  
  
Such training may constitute an appropriate “equivalent” activity for committee members on the LPDC. At least sixteen percent (16%) of the Professional development Grant shall be reserved for the expenses of the LPDC members.
- 32.08 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 professional.

- 32.09 Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual professional. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.
- 32.10 The Association members of the LPDC will provide periodic written reports to the Executive Committee including minutes of meetings held since the last Executive Committee and other activities.

### **ARTICLE 33 – RETIREMENT INCENTIVE**

- 33.01 A one-time retirement bonus in the amount of ten thousand dollars (\$10,000.00) will be available to bargaining unit members who become first time eligible for retirement or reach thirty (30) years of service under STRS guidelines and retire effective at the end of the school year in which they qualify.
- 33.02 An irrevocable notice of intent to retire must be received by the Superintendent by April 15, 2012, in order for the member to be eligible for the bonus at the end of the 2011-2012 and 2012-2013 school years, as applicable. Payment shall be made the January following retirement.
- 33.03 First time eligible includes the purchasing, if the member chooses to do so, of STRS credit.
- 33.04 Individuals must provide proof from STRS of first time eligibility.

### **ARTICLE 34 – HIRING / REHIRING RETIREES**

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired. If such individual is hired/ rehired, the following terms and conditions shall govern:

1. The individual shall be issued a one year limited contract, which shall automatically expire, and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
2. Neither 3319.11 ORC nor 3319.111 ORC shall apply.
3. The Board will not offer insurance benefits.
4. The employee waives any rights he/she may have or accrue to severance pay either under Ohio law or Board policy.
5. The employee agrees to be placed on the salary schedule at a step and proper column as if he/she was a new hire to the District with the Board's discretion of offering up to ten years of credit on the salary schedule.
6. Sick leave shall accrue at a rate of one and one-quarter (1.25) days per month and not accumulate beyond the length of the contract.
7. The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:

Severance Pay

Vacancies and Transfers

Retirement Incentive

8. Rehired retiree shall be the first to be subjected to a reduction in force within an area of certification.

**ARTICLE 35 - DURATION AND EFFECTS OF AGREEMENT**

35.01 The Association shall be responsible for typing the Agreement. The Board shall be responsible for copying the Agreement. Paper costs shall be divided equally between the Board and Association.

35.02 This Agreement shall be in effect from July 1, 2011 through June 30, 2013.

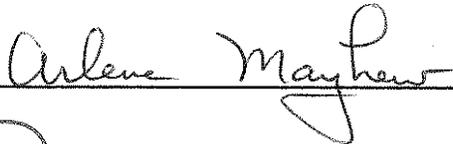
35.03 This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between both parties.

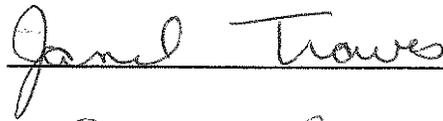
NEWCOMERSTOWN EXEMPTED VILLAGE  
SCHOOL DISTRICT BOARD OF EDUCATION

NEWCOMERSTOWN TEACHERS  
ASSOCIATION

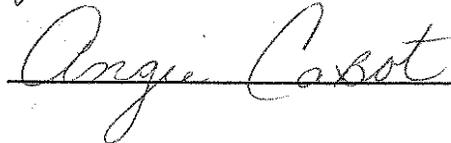
  
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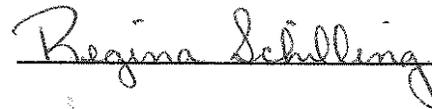
  
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 Treasurer  
\_\_\_\_\_

  
\_\_\_\_\_

 Supt.  
\_\_\_\_\_

  
\_\_\_\_\_

**APPENDIX A**

NEWCOMERSTOWN EXEMPTED VILLAGE BOARD OF EDUCATION  
NEWCOMERSTOWN TEACHERS' ASSOCIATION

**GRIEVANCE REPORT FORM**

Teacher's Name \_\_\_\_\_

Date \_\_\_\_\_

Statement of Grievance - Include date of occurrence, statement of the nature of the grievance, provisions of the contract violated, and the action requested.

\_\_\_\_\_  
Signature of the Grievant

STEP 1 - Disposition of the Building Evaluator

\_\_\_\_\_  
Signature of the Building Evaluator

**GRIEVANCE REPORT FORM - Continued**

**STEP II - Disposition of the Superintendent of Schools**

---

Signature of the Superintendent

**STEP III - Disposition of the Board of Education**

---

Signature of Representatives of  
The Board of Education

Additional pages may be added to this report when necessary.

NEWCOMERSTOWN EXEMPTED VILLAGE BOARD OF EDUCATION  
NEWCOMERSTOWN TEACHERS' ASSOCIATION

**FORMAL GRIEVANCE PRESENTATION**

(A single copy of which will be submitted to the chairman of the grievance committee by the aggrieved, who will retain three (3) copies for himself.)

Aggrieved \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

School \_\_\_\_\_

Chairman \_\_\_\_\_

Statement of Grievance

Action Requested

\_\_\_\_\_  
Signature of Aggrieved

Additional pages may be added to this report when necessary.

**APPENDIX B**

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOLS  
NEWCOMERSTOWN, OHIO

**AN EVALUATION OF TEACHER PERFORMANCE**

Teacher \_\_\_\_\_

School \_\_\_\_\_

Grade \_\_\_\_\_ Subject \_\_\_\_\_

School Yr. 20 \_\_ 20 \_\_

Introductory Statement

This form for the evaluation of teaching services has been designed for the purpose of maintaining and improving the quality of instruction in the Newcomerstown Exempted Village Schools. It may be used by the teacher for frequent self-appraisal; it is also intended for use as a basis for teacher-evaluator conferences. The code for evaluation is designed to prevent comparison of one teacher with another. As each item is checked and discussed, both the teacher and the evaluator should take into consideration the particular instructional situation in which the teacher is working. A Job Description and a sheet listing the qualities of a good teacher are included in the evaluation form. Evaluations of teaching performance may be completed by any administrator appointed by the Superintendent to evaluate the teacher. An assigned administrator must be administratively certified in the grade level being evaluated. Certification may be professional, provisional, or permanent. Any administrator temporarily certified must only evaluate teachers in buildings to which he/she is assigned and who have been employed more than eight years in the district and are not up for contract.

Instructions

Teachers who are in their first year of employment in the Newcomerstown Exempted Village Schools or whose contract is to be renewed will be scheduled for a self-appraisal and two evaluation conferences during the school year. The self-appraisal and first evaluation must be conducted and completed no later than January 15 and the written report to the teacher completed no later than January 25. The second evaluation must be conducted and completed between February 10 and April 1, with written report due by April 10. There must be at least two thirty minute observations for each evaluation. Written evaluation reports must be completed, signed, and received by the teacher ten (10) school days after the last observation unless absenteeism occurs. The self-appraisal must be completed by the teacher prior to the teacher-evaluator's first evaluation conference.

At the time of the teacher-evaluator conference in the space designated "Comments" the evaluator's interpretation of any item should be noted and all suggestions for improvement should be listed in the section entitled "suggestions for improvement." Suggestions for improvement must be listed if a teacher receives a 4 or 5 on any item. Both teacher and evaluator must sign and date evaluation form.

All teachers whose contract is not up for renewal will be evaluated once during the school year and that teacher must complete a self-appraisal prior to the teacher-evaluator conference. A bargaining unit member that has been awarded a continuing contract shall be evaluated at least once every other school year according to the same procedures outlined for the evaluation of a member not up for renewal of a limited contract. This evaluation schedule may include more than the above evaluations and school years if requested by the principal and/or the bargaining unit member. This evaluation must take place

between September 1 and April 10. At least one thirty minute observation must accompany this evaluation. Written evaluation reports must be completed, signed, and received by the teacher ten school days after the observation, unless absenteeism occurs. At the time of the teacher-evaluator conference in the space designated "Comments", the evaluator's interpretation of any item should be noted and all suggestions for improvement should be listed in the section entitled "Suggestions for Improvement." Suggestions for improvement must be listed if a teacher receives a 4 or 5 on any item. Both teacher and evaluator must sign and date evaluation form.

The teacher's signature does not necessarily indicate agreement with the contents of the completed form or with the evaluator's evaluation, but only that all phases of the evaluation or appraisal have been conducted with the full knowledge of the teacher. The teacher may attach a written response to any areas of disagreement. This must be done within three school days after the teacher-evaluator conference. The teacher and evaluator must sign and date this attachment. The evaluator's signature does not indicate agreement but that he has seen the written response and it was completed within the three school days limit.

A written narrative will be completed for each classroom observation. The starting and ending times for the evaluation must be listed and initialed by the teacher.

The teacher may arrange for an additional evaluation with the Superintendent of Schools, if he/she so desires.

#### Evaluation Performed by Temporarily Certified Administrators

Teachers who are scheduled for evaluation, and have less than eight (8) years of service in Newcomerstown Exempted Village School district, may voluntarily agree to have their evaluation performed by a temporarily certified administrator.

Teachers who elect to waive that portion of the evaluation process detailed in the following provision, shall retain all rights guaranteed by the Collective Bargaining Agreement between the Newcomerstown Exempted Village School District and the Newcomerstown Teachers' Association.

“Evaluations of teaching performance may be completed by any administrator appointed by the Superintendent to evaluate the teacher. An assigned administrator must be administratively certified in the grade level being evaluated. Certification may be professional, provisional, or permanent. Any administrator temporarily certified must only evaluate teachers in buildings to which he/she is assigned and who have been employed more than eight years in the district and are not up for contract.”

#### Evaluation Committee

The Board of Education and Newcomerstown Teachers' Association agree that the evaluation document and instrument used to evaluate district teachers, guidance counselors, librarians, and school nurse should parallel the Pathwise evaluation document and instrument. We agree to form a

committee to develop this evaluation document by January 1, 2001. This document will then become a part of the Negotiated Agreement. We further agree that this new document will not be used to evaluate teachers until the evaluator has been trained in the Pathwise assessment.

The committee shall consist of the Superintendent and four building principals. The Newcomerstown Teachers' Association representatives shall include a representative from each school: East Elementary School, West Elementary School, Newcomerstown Middle School and Newcomerstown High school and one other Newcomerstown Teachers' Association member to be assigned by the President of the Association.

### Instructions To The Evaluator

1. Evaluation of the teacher new to the school system and teachers up for contract renewal:
  - a. First evaluation is to be completed by January 25 using approved form. Each evaluation must have at least two thirty minute observations.
  - b. Second evaluation is to be completed between February 10 and April 10 using approved form. Each evaluation must have at least two thirty minute observations.
2. All Other Teachers:
  - a. Evaluation is to be completed between September 1 and April 10. Evaluation must have at least one thirty minute observation.
3. Evaluator-Teacher Conferences:
  - a. Conferences between the teacher and the evaluator are to be held following each evaluation within ten school days unless absenteeism occurs.
  - b. Other conferences may be held at any time when requested by the teacher or the evaluator.
4. Certification:
  - a. After an evaluation and conference, both the teacher and evaluator must sign and date the evaluation form.
5. Filing Evaluation Forms:
  - a. All forms are to be filed in the Superintendent's office no later than April 10.
6. Use of Evaluation Scale:
  - a. Place the letter rating for each time in the appropriate blank.
7. Comments and Suggestions for Improvements:
  - a. Record comments and suggestions for improvements in the space provided.

8. Rating Scale:

- a. 1) Outstanding                      4) Marginal  
2) Good                                  5) Unsatisfactory  
3) Average                                6) Not Applicable

b. Any teacher receiving a 4 or 5 must have suggestions for improvement.

9. Written Narrative:

a. Completed with each observation.

b. Beginning and ending observation time must be completed and initialed by teacher.

10. Warning System:

a. A verbal communication(s).

b. A written comment, signed and dated by both parties.

c. Inclusion or exclusion of comments on the final evaluation form, depending on whether or not the problem was corrected.

d. The evaluator may by-pass Item (a) and go to Item (b) if deemed necessary.

**TEACHER JOB DESCRIPTION**

A. Qualifications: Set by State Certification Standards

B. Responsible to: Evaluator

C. Job goal: To help students learn subject matter and/or skills that will contribute to their development as mature, able and responsible citizens of their community.

D. Performance Responsibilities:

1. Plans a program of study that, as much as possible, meets the individual and group needs, interests and abilities of students.

2. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.

3. Use the Course of Study to guide the learning process toward the achievement of curriculum goals and, in conjunction with the goals, establishes clear objectives for all lesson plans, units, projects; and communicates those objectives to students.

4. Assesses the progress of students on a regular basis and provides progress reports as required.

5. Counsels with students and communicates with parents on a regular or as needed basis.

6. Assists the administration in implementing all policies and/or rules governing student life and conduct, and maintains order in the classroom in a fair and just manner.
7. Exercises extreme care and judgment in relationships with students so that neither the image of the student nor the teacher will be affected adversely.
8. Cooperates with all colleagues, realizing that, while like or dislike of fellow staff members cannot be legislated, cooperation is essential for an effective school system.
9. Creates a positive image and enthusiasm for learning.
10. Speaks positively about students and school system.
11. Strives to improve his/her professional competencies through additional study, workshops, university work and publications.
12. Attends all staff meetings and serves on staff committees as required, unless excused by the person calling the meeting.
13. Complies with rules and regulations as set forth by the evaluator and district administrator.
14. Maintains a professional posture through appropriate dress, behavior and adherence to other locally established standards of teacher department.
15. Responsible for the proper use of school property and equipment entrusted to them.

### **QUALITIES OF A GOOD TEACHER**

The following traits have been identified as qualities which are desirable and usually result in successful teaching in Grades K-12. The listing is not meant to be all inclusive, but is the basis upon which teachers will be evaluated along with the job description.

#### A. Instruction

1. evidence of good planning
2. evidence of in-depth knowledge of subject
3. evidence of meeting instructional needs of individual students
4. uses a variety of evaluative techniques to measure student achievement
5. use of effective teaching practices:
  - a. uses positive approach
  - b. uses variety of teaching techniques
  - c. creates positive classroom climate

#### B. Classroom Climate

1. exhibits effective classroom management
2. evidence of positive instructional climate, i.e., bulletin boards, etc.
3. room arrangement
4. teacher movement

C. Student Relationships

1. evidence of good rapport with students
2. aware of individual students social and emotional needs
3. helps students develop positive self-concept

D. Pupil-Staff Community Relations

1. conducts effective parent conferences
2. speaks positively about school and students
3. cooperates with fellow staff members
4. maintains confidentiality with students and parents
5. professional appearance and attitude

Rating Scale:

- |                |                   |
|----------------|-------------------|
| 1) Outstanding | 4) Marginal       |
| 2) Good        | 5) Unsatisfactory |
| 3) Average     | 6) Not Applicable |

I. INSTRUCTION PROCEDURES

- \_\_\_\_\_ 1. Demonstrates knowledge of subject matter of courses or grades taught.
- \_\_\_\_\_ 2. Provides for individual differences.
- \_\_\_\_\_ 3. Uses appropriate materials and follows Course of Study.
- \_\_\_\_\_ 4. Demonstrates ability to motivate students.
- \_\_\_\_\_ 5. Demonstrates skill in asking questions and in using pupil response, interests, and contributions of students.
- \_\_\_\_\_ 6. Gives clear instructions and assignments.
- \_\_\_\_\_ 7. Provides effective assistance for students and makes students aware of how they may receive this assistance.
- \_\_\_\_\_ 8. Develops Lesson Plans in accordance with Course of Study.
- \_\_\_\_\_ 9. Assesses the progress of students on a regular basis and provides progress reports as required.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT (must have if 4 or 5 exists):

Rating Scale:

- |               |                  |
|---------------|------------------|
| 1)Outstanding | 4)Marginal       |
| 2)Good        | 5)Unsatisfactory |
| 3)Average     | 6)Not Applicable |

II. CLASSROOM CLIMATE

- \_\_\_\_\_ 1. Develops a classroom discipline plan which includes rules and consequences for rule violations and a positive feedback strategy.
- \_\_\_\_\_ 2. Establishes desirable classroom standards of work and behavior; is firm, consistent and fair in holding students to those classroom standards.
- \_\_\_\_\_ 3. Disciplines in a fair and positive manner, striving for student self-contract.
- \_\_\_\_\_ 4. Deals with behavior problems promptly and effectively on an individual basis.
- \_\_\_\_\_ 5. Shows evidence of management skills by attention to details and prompt fulfillment of administrative assignments.
- \_\_\_\_\_ 6. Works effectively with classroom as a unit, as groups or as individuals.
- \_\_\_\_\_ 7. Maintains a classroom whose physical environment is conducive to learning.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists):

Rating Scale:

- |                |                   |
|----------------|-------------------|
| 1) Outstanding | 4) Marginal       |
| 2) Good        | 5) Unsatisfactory |
| 3) Average     | 6) Not Applicable |

III. PERSONAL QUALITIES:

- \_\_\_\_\_ 1. Uses courtesy and tact with parents and school support staff.
- \_\_\_\_\_ 2. Supports the school in all endeavors to maintain and improve the quality of the educational program.
- \_\_\_\_\_ 3. Shows respect, concern and courtesy toward colleagues and students.
- \_\_\_\_\_ 4. Maintain regular attendance in accordance with Board Policy.
- \_\_\_\_\_ 5. Is enthusiastic about his/her professional responsibilities.
- \_\_\_\_\_ 6. Dresses appropriately to present a professional appearance.
- \_\_\_\_\_ 7. Is punctual in relation to Board policy, staff meetings, classroom and assigned duties.
- \_\_\_\_\_ 8. Accepts criticism or recognition gracefully.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists)

Rating Scale:

- |                |                   |
|----------------|-------------------|
| 1) Outstanding | 4) Marginal       |
| 2) Good        | 5) Unsatisfactory |
| 3) Average     | 6) Not Applicable |

IV. COMMUNICATION

- \_\_\_\_\_ 1. Initiates communications with parents in order to gain additional information and define ways to alleviate or remedy a student's difficulties.
- \_\_\_\_\_ 2. Strives to be clear, tactful, honest, and caring when communicating with parents.
- \_\_\_\_\_ 3. Prepares for parent-teacher conferences carefully and includes positive comments about the child as well as suggestions for improvement.
- \_\_\_\_\_ 4. Has a positive approach when dealing with parents and students.
- \_\_\_\_\_ 5. Makes regular use of interim reports.
- \_\_\_\_\_ 6. Follows chain of command when trying to resolve problems within the District. (Teacher-> Evaluator --> Superintendent --> Board of Education)

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists)

Initialed

by Teacher Date

Observation Beginning Time: \_\_\_\_\_

Observation Ending Time: \_\_\_\_\_

Written Narrative of the Observation: (Additional comments may be written on an attached piece of paper)

Suggestions for Improvement: (If so noted in the written narrative)

Commendable Items:

Date \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_ Teacher's Signature \_\_\_\_\_

The teacher's signature indicates that the evaluation process was complete, not necessarily consensus with the report.

Recommendation of Evaluator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX C**

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOLS  
NEWCOMERSTOWN, OHIO

**APPLICATION FOR SICK LEAVE - FORM 1.08.3**

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
SCHOOL ASSIGNED \_\_\_\_\_  
APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
BY \_\_\_\_\_

The undersigned says that \_\_\_he is hereby making application for the use of sick leave as provided in Revised Code 3319.141 (3319.14.1) and that the use of sick leave be justified for the following reasons:

- A. \_\_\_\_\_ Personal Illness
- B. \_\_\_\_\_ Personal Injury
- C. \_\_\_\_\_ Illness, injury or Death in immediate family.

If A or B is checked, was medical attention required?  
Yes \_\_\_ No \_\_\_

If Yes, state name and address of physician and dates consulted:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Date Consulted \_\_\_\_\_

If C. is checked, please give relationship of such members of your immediate family:

Name \_\_\_\_\_  
Relationship \_\_\_\_\_

I hereby request \_\_\_ day(s) of sick leave, beginning \_\_\_\_\_ AM; PM \_\_\_\_\_, 20 \_\_,  
and ending \_\_\_\_\_ AM; PM \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
Signature of Employee

If disapproved, state reasons:

## APPENDIX D

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOLS  
NEWCOMERSTOWN, OHIO

### **AN EVALUATION OF LIBRARIAN OR MEDIA SPECIALIST PERFORMANCE**

#### LIBRARIAN OR MEDIA SPECIALIST

SCHOOL \_\_\_\_\_

SCHOOL YEAR 20\_\_ - 20\_\_

#### Introductory Statement

This form for the evaluation of teaching services has been designed for the purpose of maintaining and improving the quality of instruction in the Newcomerstown Exempted Village Schools. It may be used by the librarian or media specialist for frequent self-appraisal; it is also intended for use as a basis for Librarian or Media Specialist-Evaluator Conferences. The code for evaluation is designed to prevent comparison of one librarian or media specialist with another. As each item is checked and discussed, both the librarian or media specialist and the evaluator should take into consideration the particular instructional situation in which the librarian or media specialist is working. A job description and a sheet listing the qualities of a good teacher are included in the evaluation form.

Evaluations of teaching performance may be completed by any administrator appointed by the Superintendent to evaluate the teacher. An assigned administrator must be administratively certified in the grade level being evaluated. Certification may be professional, provisional, or permanent. Any administrator temporarily certified must only evaluate teachers in buildings to which he/she is assigned and who have been employed more than eight years in the district and are not up for contract.

#### Instructions

Librarians or media specialists who are in their first year of employment in the Newcomerstown Exempted Village Schools or whose contract is to be renewed will be scheduled for a self-appraisal and two evaluation conferences during the school year. The self-appraisal and first evaluation must be conducted and completed no later than January 15, and the written report to the teacher completed no later than January 25. The second evaluation must be conducted and completed between February 10 and April 1 with the written report due by April 10. There must be at least two thirty minute observations for each evaluation. Written evaluation reports must be completed, signed, and received by the librarian or media specialist ten school days after the last observation unless absenteeism occurs. The self-appraisal must be completed by the librarian or media specialist prior to the librarian or media specialist-evaluator's first evaluation conference.

At the time of the librarian or media specialist-evaluator conference in the space designated "Comments" the evaluator's interpretation of any item should be noted and all suggestions for improvement should be listed in the section entitled "Suggestions for Improvement." Suggestions for improvement must be listed if a librarian or media specialist receives a 4 or 5 on any item. Both librarian or media specialist and evaluator must sign and date evaluation form.

All librarian or media specialists whose contracts are not up for renewal will be evaluated once during the school year and that librarian or media specialist must complete a self-appraisal prior to the librarian or media specialist-evaluator conference. A bargaining unit member that has been awarded a continuing contract shall be evaluated at least once every other school year according to the same procedures outlined for the evaluation of a member not up for renewal of a limited contract. This evaluation schedule may include more than the above evaluations and school years if requested by the principal and/or the bargaining unit member. This evaluation must take place between September 1 and April 10. At least one thirty minute observation must accompany this evaluation. Written evaluation reports must be completed, signed, and received by the librarian or media specialist ten school days after the observation, unless absenteeism occurs. At the time of the librarian or media specialist-evaluator conference in the space designated "Comments", the evaluator's interpretation of any item should be noted and all suggestions for improvement should be listed in the section entitled "Suggestions for Improvement." Suggestions for improvement must be listed if a librarian or media specialist receives a 4 or 5 on any item. Both librarian or media specialist and evaluator must sign and date evaluation form.

The librarian or media specialist's signature does not necessarily indicate agreement with the contents of the completed form or with the evaluator's evaluation, but only that all phases of the evaluation or appraisal have been conducted with the full knowledge of the librarian or media specialist. The librarian or media specialist may attach a written response to any areas of disagreement. This must be done within three school days after the librarian or media specialist-evaluator conference. The librarian or media specialist and evaluator must sign and date this attachment. The evaluator's signature does not indicate agreement but that he has seen the written response and it was completed within the three school days limit.

A written narrative will be completed for each classroom observation. The starting and ending times for the evaluation must be listed and initialed by the librarian or media specialist.

The librarian or media specialist may arrange for an additional evaluation with the Superintendent of Schools if he/she so desires.

### Evaluation Committee

The Board of Education and Newcomerstown Teachers' Association agree that the evaluation document and instrument used to evaluate district teachers, guidance counselors, librarians, and school nurse should parallel the Pathwise evaluation document and instrument. We agree to form a committee to develop this evaluation document by January 1, 2001. This document will then become a part of the Negotiated Agreement. We further agree that this new document will not be used to evaluate teachers until the evaluator has been trained in the Pathwise assessment.

The committee shall consist of the Superintendent and four building principals. The Newcomerstown Teachers' Association representatives shall include a representative from each school: East Elementary School, West Elementary School, Newcomerstown Middle School and Newcomerstown High school and one other Newcomerstown Teachers' Association member to be assigned by the President of the Association.

## Instructions to the Evaluator

1. Evaluation of the librarian or media specialist new to the school system and librarian or media specialists up for contract renewal:
  - a. First evaluation is to be completed by January 25 using approved form. Each evaluation must have at least two thirty-minute observations.
  - b. Second evaluation is to be completed between February 10 and April 10 using approved form. Each evaluation must have at least two thirty minute observations.
2. All other Librarians or Media Specialists:
  - a. Evaluation is to be completed between September 1 and April 10. Evaluation must have at least one thirty minute observation.
3. Librarian or Media Specialist-Teacher Conference:
  - a. Conferences between the librarian or media specialist and the evaluator are to be held following each evaluation within ten school days unless absenteeism occurs.
  - b. Other conferences may be held at any time when requested by the librarian or media specialist or the evaluator.
4. Certification:
  - a. After an evaluation and conference, both the librarian or media specialist and evaluator must sign and date the evaluation form.
5. Filing Evaluation Forms:
  - a. All forms are to be filed in the Superintendent's office no later than April 10.
6. Use of Evaluation Scale:
  - a. Place the letter rating for each time in the appropriate blank.
7. Comments and Suggestions for Improvements:
  - a. Record comments and suggestions for improvements in the space provided.
8. Rating Scale:
  - a. 1) Outstanding 2) Good 3) Average  
4) Marginal 5) Unsatisfactory 6) Not Applicable
  - b. Any media specialist/librarian receiving a 4 or 5 must have suggestions for improvement.
9. Written Narrative:
  - a. Completed with each observation.

- b. Beginning and ending observations time must be completed and initialed by teacher.

10. Warning System:

- a. A verbal communication(s).
- b. A written comment, signed and dated by both parties.
- c. Inclusion or exclusion of comment on the final evaluation form, depending on whether or not the problem was corrected.
- d. The evaluator may by-pass item (A) and to Item (B) if deemed necessary.

### **QUALITIES OF A GOOD TEACHER**

The following traits have been identified as qualities which are desirable and usually result in successful teaching in Grades K-12. The listing is not meant to be all inclusive, but is the basis upon which teachers will be evaluated along with the job description.

A. Instruction

- 1. evidence of good planning
- 2. evidence of in-depth knowledge of subject
- 3. evidence of meeting instructional needs of individual students
- 4. uses a variety of evaluative techniques to measure student achievement
- 5. use of effective teaching practices:
  - a. uses positive approach
  - b. uses variety of teaching techniques
  - c. creates positive classroom climate

B. Classroom Climate

- 1. exhibits effective classroom management
- 2. evidence of positive instructional climate, i.e., bulletin boards, etc..
- 3. room arrangement
- 4. teacher movement

C. Student Relationships

- 1. evidence of good rapport with students
- 2. aware of individual students social and emotional needs
- 3. helps students develop positive self-concept

D. Pupil-Staff Community Relations

- 1. conducts effective parent conferences
- 2. speaks positively about school and students
- 3. cooperates with fellow staff members
- 4. maintains confidentiality with students and parents
- 5. professional appearance and attitude

## **JOB DESCRIPTION OF MEDIA SPECIALIST**

Title: Media Specialist

Requirements: Certification in educational media by State Department of Education

Building Level: High School

Primary Function: Plan, develop, implement, and evaluate the media center program of the school in line with the goals and objectives of the school.

Duties of the Media Specialist

### 1. Administration and Organization

- a. Establish and supervise media staff in line with job description.
- b. Formulate goals, objectives, priorities, and policies that implement the broad goals of the school.
- c. Supervise the organization, classification, processing, maintenance, and circulation of the media center collection.
- d. Establish and supervise production facilities.
- e. Provide for maintenance and repair of equipment, materials, and facilities.
- f. Prepare an annual budget.
- g. Create a general atmosphere in which teachers and students can take full advantage of the media center.

### 2. Evaluation and Selection

- a. Determine and apply suitable criteria for the evaluation and selection of materials and equipment.
- b. Evaluate the media program on a continuing basis, using the results to set new goals and objectives.

### 3. Consultation

- a. Participate in curriculum development and implementation.
- b. Help teachers design instruction for their subject area.
- c. Assist students in developing competencies in critical thinking and value judgments.

### 4. Information

- a. Identify users' needs and assist users in evaluating and selection materials in reference to their needs.
  - b. Develop user understanding of the various resources of the media center and strengths and limitations of various media.
5. Instruction
- a. Provide inservice education for teachers on uses of media center.
  - b. Provide inservice education for teachers on uses of materials and equipment in the center in large-group classroom settings and also on an individual basis.
6. Perform any other duties or services requested.

### **JOB DESCRIPTION OF ELEMENTARY AND MIDDLE SCHOOL LIBRARIAN**

Title: Librarian

Requirements: Certification for Librarian K-8

Building Level: Elementary and Middle School

Duties of the Librarian

- 1. Process all library books.
- 2. Inventory all books and supplies.
- 3. Instruct students on proper use of library.
  - a. Arrangement of books.
  - b. Dewey Decimal System.
  - c. How to use card catalog.
  - d. What is listed on a card catalog.
  - e. Provide motivation for students to use library.
  - f. Identify classic children's books.
  - g. Identify outstanding authors.
  - h. Use of reference materials
- 4. Select and purchase books and supplies.
- 5. Instruct and organize Library aides.
- 6. Organize student Librarians.
- 7. Perform any other duties or services requested.

Rating Scale

- 1) Outstanding
- 2) Good
- 3) Average
- 4) Marginal
- 5) Unsatisfactory
- 6) Not Applicable

I. INSTRUCTIONAL PROCEDURES

- \_\_\_\_\_ 1. Demonstrates knowledge of and appropriate uses of media materials in an instruction setting.
- \_\_\_\_\_ 2. Works effectively with entire classrooms, small groups and individuals.
- \_\_\_\_\_ 3. Provides effective assistance for students and makes students aware of how they may receive this assistance.
- \_\_\_\_\_ 4. Establishes desirable media center standards of work and behavior; is firm, consistent and fair in holding students to those standards.
- \_\_\_\_\_ 5. Disciplines in a fair and positive manner, striving for student self-control.
- \_\_\_\_\_ 6. Demonstrates skill in guiding students toward independent research and use of media materials.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists):

Rating Scale

- 1) Outstanding
- 2) Good
- 3) Average
- 4) Marginal
- 5) Unsatisfactory
- 6) Not Applicable

II. ADMINISTRATION

- \_\_\_\_\_ 1. Shows evidence of management skills by attention to organization and maintenance of the media center of library.
- \_\_\_\_\_ 2. Maintains a media center or library whose physical environment is conducive to learning
- \_\_\_\_\_ 3. Identifies, evaluates, and purchases appropriate materials based upon users' needs.
- \_\_\_\_\_ 4. Consults with teachers in an effort to provide them with materials for their course of study.
- \_\_\_\_\_ 5. Develops and implements the media center or library program of the school in line with the goals and objectives of the school.
- \_\_\_\_\_ 6. Develops user understanding of the various resources of media center of library.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT (must have if 4 or 5 exists):

Rating Scale:

- 1) Outstanding
- 2) Good
- 3) Average
- 4) Marginal
- 5) Unsatisfactory
- 6) Not Applicable

III. PERSONAL QUALITIES

- \_\_\_\_\_ 1. Uses courtesy and tact with parents and school support staff.
- \_\_\_\_\_ 2. Supports the school in all endeavors to maintain and improve the quality of the educational program.
- \_\_\_\_\_ 3. Shows respect, concern and courtesy toward colleagues and students.
- \_\_\_\_\_ 4. Maintains regular attendance in accordance with Board Policy.
- \_\_\_\_\_ 5. Is enthusiastic about his/her professional responsibilities.
- \_\_\_\_\_ 6. Dresses appropriately to present a professional appearance.
- \_\_\_\_\_ 7. Is punctual in relation to Board policy, staff meetings, classroom and assigned duties.
- \_\_\_\_\_ 8. Accepts criticism or recognition gracefully.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists)

Rating Scale:

- 1) Outstanding
- 2) Good
- 3) Average
- 4) Marginal
- 5) Unsatisfactory
- 6) Not Applicable

IV. COMMUNICATION

- \_\_\_\_\_ 1. Initiates communications with parents in order to gain additional information and define ways to alleviate or remedy a student's difficulties.
- \_\_\_\_\_ 2. Strives to be clear, tactful, honest, and caring when communicating with parents.
- \_\_\_\_\_ 3. Prepares for parent-teacher conferences carefully and includes positive comments about the child as well as suggestions for improvement.
- \_\_\_\_\_ 4. Has a positive approach when dealing with parents and students.
- \_\_\_\_\_ 5. Makes regular use of interim reports.
- \_\_\_\_\_ 6. Follows chain of command when trying to resolve problems within the District. (Teacher --> Evaluator --> Superintendent --> Board of Education)

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT (must have if 4 or 5 exists)

Initialed

by Librarian  
or Media  
Specialist      Date

Observation Beginning Time: \_\_\_\_\_

Observation Ending Time: \_\_\_\_\_

Written Narrative of the Observation: (Additional comments may be written on an attached piece of paper)

Suggestions for Improvement: (If so noted in the written narrative)

Commendable Items:

Date \_\_\_\_\_ Evaluator Signature \_\_\_\_\_

Date \_\_\_\_\_ Librarian or Media Specialist's  
Signature \_\_\_\_\_

The Librarian or media specialist's signature indicates that the evaluation process was complete, not necessarily consensus with the report.

Recommendation of Evaluator:

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**APPENDIX E**

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOLS  
NEWCOMERSTOWN, OHIO

**AN EVALUATION OF SCHOOL COUNSELOR PERFORMANCE**

COUNSELOR \_\_\_\_\_ SCHOOL \_\_\_\_\_

GRADES \_\_\_\_\_

YEAR 20\_\_ 20\_\_

Introductory Statement

This form for the evaluation of counseling services has been designed for the purpose of maintaining and improving the quality of counseling in the Newcomerstown Exempted Village Schools. It may be used for the counselor for frequent self-appraisal; it is also intended for use as a basis for counselor-evaluator Conferences. The code for evaluation is designed to prevent comparison of one Counselor with another. As each item is checked and discussed, both the counselor and the evaluator should take into consideration the particular counseling situation in which the counselor is working. A Job Description is included in the evaluation form.

Evaluations of teaching performance may be completed by any administrator appointed by the Superintendent to evaluate the teacher. An assigned administrator must be administratively certified in the grade level being evaluated. Certification may be professional, provisional, or permanent. Any administrator temporarily certified must only evaluate teachers in buildings to which he/she is assigned and who have been employed more than eight years in the district and are not up for contract.

Instructions

Counselors who are in their first year of employment in the Newcomerstown Exempted Village Schools or whose contract is to be renewed will be scheduled for a self-appraisal and two evaluation conferences during the school year. The self-appraisal and first evaluation must be conducted and completed no later than January 15 and the written report to the teacher completed no later than January 25. The second evaluation must be conducted and completed between February 10 and April 1 with written report due by April 10. There must be at least two thirty minute observations for each evaluation. Written evaluation reports must be completed, signed, and received by the counselor ten school days after the last observation unless absenteeism occurs. The self-appraisal must be completed by the counselor prior to the counselor-evaluator's first evaluation conference.

At the time of the counselor-evaluator Conference in the space designated "Comments" the evaluator's interpretation of any item should be noted and all suggestions for improvement should be listed in the section entitled "Suggestions for Improvement." Suggestions for improvement must be listed if a teacher receives a 4 or 5 on any item. Both counselor and evaluator must sign and date evaluation form.

All counselors whose contracts are not up for renewal will be evaluated once during the school year and that counselor must complete a self-appraisal prior to the counselor-evaluator conference. A bargaining unit member that has been awarded a continuing contract shall be evaluated at least once

every other school year according to the same procedures outlined for the evaluation of a member not up for renewal of a limited contract. This evaluation schedule may include more than the above evaluations and school years if requested by the principal and/or the bargaining unit member. This evaluation must take place between September 1 and April 10. At least one thirty minute observation must accompany this evaluation. Written evaluation reports must be completed, signed, and received by the counselor ten school days after the observation, unless absenteeism occurs. At the time of the counselor evaluator conference in the space designated "Comments", the evaluator's interpretation of any item should be noted and all suggestions for improvement should be listed in the section entitled "Suggestions for Improvement." Suggestions for improvement must be listed if a counselor receives a 4 or 5 on any item. Both counselor and evaluator must sign and date evaluation form.

The counselor's signature does not necessarily indicate agreement with the contents of the completed form or with the evaluator's evaluation, but only that all phases of the evaluation or appraisal have been conducted with the full knowledge of the counselor. The counselor may attach a written response to any areas of disagreement. This must be done within three (3) school days after the counselor-evaluator conference. The counselor and evaluator must sign and date this attachment. The evaluator's signature does not indicate agreement but that he has seen the written response and it was completed within the three school days limit.

A written narrative will be completed for each classroom observation. The starting and ending times for the evaluation must be listed and initialed by the counselor.

A counselor may arrange for an additional evaluation with the Superintendent of Schools if he/she so desires.

### Evaluation Committee

The Board of Education and Newcomerstown Teachers' Association agree that the evaluation document and instrument used to evaluate district teachers, guidance counselors, librarians, and school nurse should parallel the Pathwise evaluation document and instrument. We agree to form a committee to develop this evaluation document by January 1, 2001. This document will then become a part of the Negotiated Agreement. We further agree that this new document will not be used to evaluate teachers until the evaluator has been trained in the Pathwise assessment.

The committee shall consist of the Superintendent and four building principals. The Newcomerstown Teachers' Association representatives shall include a representative from each school: East Elementary School, West Elementary School, Newcomerstown Middle School and Newcomerstown High school and one other Newcomerstown Teachers' Association member to be assigned by the President of the Association.

### Instructions To The Evaluator

1. Evaluation of the counselor new to the school system and counselor s up for contract renewal:
  - a. First evaluation is to be completed by January 15 using approved form. Each evaluation must have at least two thirty minute observations.
  - b. Second evaluation is to be completed between February 10 and April 10 using approved forms. Each evaluation must have at least two thirty minute observations.
2. All Other Counselors:

- a. Evaluation is to be completed between September 1 and April 10. Evaluation must have at least one thirty minute observation.
3. Evaluator-Counselor Conference:
    - a. Conferences between the counselor and the evaluator are to be held following each evaluation within ten school days unless absenteeism occurs.
    - b. Other conferences may be held at any time when requested by the counselor or the evaluator.
4. Certification:
    - a. After an evaluation and conference, both the counselor and the evaluator must sign and date the evaluation form.
5. Filing Evaluation Forms:
    - a. All forms are to be filed in the Superintendent's office no later than April 10.
6. Use of Evaluation Scale:
    - a. Place the letter rating for each time in the appropriate blank.
7. Comments and Suggestions for Improvements:
    - a. Record comments and suggestions for improvements in the space provided.
8. Rating Scale:
    - a. 1) Outstanding    2) Good    3) Average  
4) Marginal    5) Satisfactory    6) Not applicable
    - b. Any counselor receiving a 4 or 5 must have suggestions for improvement.
9. Written Narrative:
    - a. Completed with each observation.
    - b. Beginning and ending observations time must be completed and initialed by counselor.
10. Warning System:
    - a. A verbal communication(s).
    - b. A written comment, signed and dated by both parties.
    - c. Inclusion or exclusion of comment on the final evaluation form, depending on whether or not the problem was corrected.

- d. The evaluator may by-pass item (A) and go to Item (B) if deemed necessary.

### COUNSELORS JOB DESCRIPTION

REPORTS TO: Building evaluator(s) as assigned by Superintendent.

RESPONSIBILITY: To provide for and make available to the students in grades K-12, the parents, faculty, administration, and community the Nine Dimensions of Guidance and Counseling Services as identified by the Ohio State Department of Education, Division of Guidance and Testing and promulgated in the Newcomerstown Public School System's K-12 Written Guidance Plan.

1. Provide information to students, parents, faculty or community about educational, vocational, personal or social concerns.
2. Assist students in making decisions about course selections, activities, behavior, future plans or concerns in terms of their interest, aptitude, achievement, attitude and personal goals.
3. Help students and parents acquire necessary information about courses, school programs, colleges, the world of work or financial aids as needed or requested or any other relevant information.
4. Provide appropriate registration, orientation and follow-up for all students new to the Newcomerstown Schools.
5. Review of all student records and explanation of contents to faculty and parents as needed and identification of students needing help or specialized placement.
6. Coordinates the standardized and special testing programs in Grade K-12.
7. Interprets test results to students, parents and staff and utilizes the results in helping students, parents, and staff plan future goals and curriculum development.
8. Organizes group guidance activities for the various student grades and groups by providing information, promoting self-understanding, developing effective skills, appreciating a career and the world of work, and making decisions.
9. Conducts group discussions, concerning courses, curriculum, future plans, activities, guidance, testing, careers, post secondary education, financial aids and effective living.
10. Provides individual counseling and guidance upon request of student, parent, teacher or evaluator.
11. Provides small groups counseling for students in similar situations.
12. Assists past graduates and dropouts who seek assistance from the Newcomerstown High School Guidance Department.
13. Provide consultative services to parents, faculty and community as requested to promote a better understanding of students, curriculum, tests, special needs and programs.

14. Orientate faculty and administration about the Nine Dimensions of Guidance Services provided and available within Newcomerstown Exempted Village School system.
15. Conduct in-service seminars for faculty in utilizing guidance materials and techniques in the classroom and in better understanding cumulative records and students.
16. Arrange and hold student/parent/teacher conferences when asked or found necessary.
17. Be available to meet with student/parent/teacher or administrator to discuss educational, vocational, personal or social concerns.
18. Organize and schedule the Annual Parent/Teacher Conference Day program for the Newcomerstown Schools.
19. Coordinate the use of available school and community resources as necessary.
20. Identify available individuals and agencies and provide the proper referral of students, parents or faculty as needed.
21. Assist in the proper educational placement of all students.
22. Help students and parents in making effective transitions from grade to grade and course to course or school to school.
23. Provide opportunities for representatives of various colleges, technical schools, trade schools and the military services to make presentations to or meet with interested students.
24. Gather data for use in evaluating and modifying the curriculum, guidance program or other school programs.
25. Coordinate the follow-up studies of past graduates and/or dropouts in a systematic study that provides valuable data.
26. Publicizes school guidance activities through news media and guidance announcements to students and faculty.
27. Performs other guidance responsibilities as requested by the building evaluator(s) and superintendent.

Rating Scale:

- 1) Outstanding
- 2) Good
- 3) Average
- 4) Marginal
- 5) Satisfactory
- 6) Not applicable

I. INSTRUCTIONAL PROCEDURES:

- \_\_\_\_\_ 1. Performs according to the Written Guidance Plan.
- \_\_\_\_\_ 2. Understands and follows current Job Description.
- \_\_\_\_\_ 3. Organized in guidance related activities.
- \_\_\_\_\_ 4. Promotes guidance program conducive to good learning experiences.
- \_\_\_\_\_ 5. Demonstrates ability to motivate students.
- \_\_\_\_\_ 6. Provides effective assistance for students and faculty and makes them aware of how they may receive this assistance.
- \_\_\_\_\_ 7. Recognizes the students' emotional and social needs as well as other individual differences.
- \_\_\_\_\_ 8. Practices "Confidentiality" with teachers and students.
- \_\_\_\_\_ 9. Has the respect of the teachers and students.
- \_\_\_\_\_ 10. Uses community resources in guidance program.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists):

Rating Scale:

1. Outstanding
2. Good
3. Average
4. Marginal
5. Unsatisfactory
6. Not Applicable

II. PROFESSIONAL CLIMATE

- \_\_\_\_\_ 1. Develops a proper Guidance Plan and Program that meets the needs of the students, faculty, and community.
- \_\_\_\_\_ 2. Promote pride in the Guidance program, counseling profession and promotes respect for counselors, students, faculty and administration.
- \_\_\_\_\_ 3. Displays professional attitude in dealing with students, parents, faculty, administration and community.
- \_\_\_\_\_ 4. Shows evidence of management skills by attention to details and prompt fulfillment of administrative assignments.
- \_\_\_\_\_ 5. Carries a fair share of school responsibilities.
- \_\_\_\_\_ 6. Avoids use of privileges.
- \_\_\_\_\_ 7. Co-operates with students, faculty, administration, parents and community.
- \_\_\_\_\_ 8. Keeps students, parents, faculty, and administration aware of guidance programs.
- \_\_\_\_\_ 9. Properly deals with non-guidance related activities.
- \_\_\_\_\_ 10. Properly deals with guidance related activities.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT (must have if 4 or 5 exists):

Rating Scale:

- 1) Outstanding
- 2) Good
- 3) Average
- 4) Marginal
- 5) Unsatisfactory
- 6) Not Applicable

III. PERSONAL QUALITIES:

- \_\_\_\_\_ 1. Uses courtesy and tact with parents and school support staff.
- \_\_\_\_\_ 2. Supports the school in all endeavors to maintain and improve the quality of the educational program.
- \_\_\_\_\_ 3. Shows respect, concern and courtesy toward colleagues and students.
- \_\_\_\_\_ 4. Maintains regular attendance in accordance with Board Policy.
- \_\_\_\_\_ 5. Is enthusiastic about his/her professional responsibilities.
- \_\_\_\_\_ 6. Dresses appropriately to present a professional appearance.
- \_\_\_\_\_ 7. Is punctual in relation to Board policy, staff meetings, classroom and assigned duties.
- \_\_\_\_\_ 8. Accepts criticism or recognition gracefully.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists):

Rating Scale:

- 1) Outstanding
- 2) Good
- 3) Average
- 4) Marginal
- 5) Unsatisfactory
- 6) Not Applicable

IV. COMMUNICATION

- \_\_\_\_\_ 1. Initiates communications with parents in order to gain additional information and define ways to alleviate or remedy a student's difficulties.
- \_\_\_\_\_ 2. Strives to be clear, tactful, honest, and caring when communicating with parents.
- \_\_\_\_\_ 3. Prepares for parent-teacher conferences carefully and includes positive comments about the child as well as suggestions for improvement.
- \_\_\_\_\_ 4. Has a positive approach when dealing with parents and students.
- \_\_\_\_\_ 5. Makes regular use of interim reports
- \_\_\_\_\_ 6. Follows chain of command when trying to resolve problems within the District.  
(Teacher⇒Evaluator⇒Superintendent⇒ Board of Education)

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists):

Initialed by

Counselor

Date

Observation Beginning Time: \_\_\_\_\_

Observation Beginning Time: \_\_\_\_\_

Written Narrative of the Observation: (Additional comments may be written on an attached piece of paper)

Suggestions for Improvement: (If so noted in the written narrative)

Commendable Items:

Date \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_ Counselor's Signature \_\_\_\_\_

The counselor's signature indicates that the evaluation process was complete, not necessarily consensus with the report.

Recommendation of evaluator

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**APPENDIX F**

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOLS  
NEWCOMERSTOWN, OHIO

**AN EVALUATION OF SCHOOL NURSE PERFORMANCE**

NURSE \_\_\_\_\_ SCHOOL \_\_\_\_\_

GRADE \_\_\_\_\_ SUBJECT \_\_\_\_\_  
SCHOOL YEAR 20\_\_ - 20\_\_

Introductory Statement

This form for the evaluation of health services has been designed for the purpose of maintaining and improving the quality of instruction in the Newcomerstown Exempted Village Schools. It may be used by the nurse for frequent self-appraisal; it is also intended for use as a basis for nurse-evaluator conferences. The code for evaluation is designed to prevent comparison of one nurse with another. As each item is checked and discussed, both the nurse and the evaluator should take into consideration the particular instructional situation in which the nurse is working. A Job Description is included in the evaluation form.

Evaluations of teaching performance may be completed by any administrator appointed by the Superintendent to evaluate the teacher. An assigned administrator must be administratively certified in the grade level being evaluated. Certification may be professional, provisional, or permanent. Any administrator temporarily certified must only evaluate teachers in buildings to which he/she is assigned and who have been employed more than eight years in the district and are not up for contract.

Instructions

Nurses who are in their first year of employment in the Newcomerstown Exempted Village Schools or whose contract is to be renewed will be scheduled for a self-appraisal and two evaluation conferences during the school year. The self-appraisal and first evaluation must be conducted and completed no later than January 15 and the written report to the teacher completed no later than January 25. The second evaluation must be conducted and completed between February 10 and April 1 with the written report due by April 10. There must be at least two thirty minute observations for each evaluation. Written evaluation reports must be completed, signed, and received by the nurse ten school days after the last observation unless absenteeism occurs. The self-appraisal must be completed by the nurse prior to the nurse-evaluator's first evaluation conference.

At the time of the nurse-evaluator conference in the space designated "Comments" the evaluator's interpretation of any item should be noted all suggestions for improvement should be listed in the section entitled "Suggestions for Improvement." Suggestions for improvement must be listed if a nurse receives a 4 or 5 on any item. Both nurse and evaluator must sign and date evaluation form.

All nurses whose contracts are not up for renewal will be evaluated once during the school year and that nurse must complete a self-appraisal prior to the nurse-evaluator conference. A bargaining unit member that has been awarded a continuing contract shall be evaluated at least once every other school year according to the same procedures outlined for the evaluation of a member not up for renewal of a limited contract. This evaluation schedule may include more than the above evaluations

and school years if requested by the principal and/or the bargaining unit member. This evaluation must take place between September 1 and April 10. At least one thirty minute observation must accompany this evaluation. Written evaluation reports must be completed, signed, and received by the nurse ten school days after the observation, unless absenteeism occurs. At the time of the nurse-evaluator conference in the space designated "Comments", the nurse's interpretation of any item should be noted and all suggestions for improvement should be listed in the section entitled "Suggestions for Improvement." Suggestions for improvement must be listed if a nurse receives a 4 or 5 on any item. Both nurse and evaluator must sign and date evaluation form.

The nurse's signature does not necessarily indicate agreement with the contents of the completed form or with the evaluator's evaluation, but only that all phases of the evaluation or appraisal have been conducted with the full knowledge of the nurse. The nurse may attach a written response to any areas of disagreement. This must be done within three school days after the nurse-evaluator conference. The nurse and evaluator must sign and date this attachment. The evaluator's signature does not indicate agreement but that he has seen the written response and it was completed within the three school days limit.

A written narrative will be completed for each classroom observation. The starting and ending times for the evaluation must be listed and initialed by the nurse.

The nurse may arrange for an additional evaluation with the Superintendent of Schools if he/she so desires.

The teacher may arrange for an additional evaluation with the Superintendent of Schools, if he/she so desires.

### Evaluation Committee

The Board of Education and Newcomerstown Teachers' Association agree that the evaluation document and instrument used to evaluate district teachers, guidance counselors, librarians, and school nurse should parallel the Pathwise evaluation document and instrument. We agree to form a committee to develop this evaluation document by January 1, 2001. This document will then become a part of the Negotiated Agreement. We further agree that this new document will not be used to evaluate teachers until the evaluator has been trained in the Pathwise assessment.

The committee shall consist of the Superintendent and four building principals. The Newcomerstown Teachers' Association representatives shall include a representative from each school: East Elementary School, West Elementary School, Newcomerstown Middle School and Newcomerstown High school and one other Newcomerstown Teachers' Association member to be assigned by the President of the Association.

### Instructions to the evaluator

1. Evaluation of the nurse new to the school system and nurses up for contract renewal:
  - a. First evaluation is to be completed by January 25 using approved form. Each evaluation must have at least two thirty minute observations.
  - b. Second evaluation is to be completed between February 10 and April 10 using approved form. Each evaluation must have at least two thirty minute observations.

2. All Other Nurses:
  - a. Evaluation is to be completed between September 1 and April 10. Evaluation must have at least one thirty minute observation.
3. Evaluator-Nurse Conference:
  - a. Conferences between the nurse and the evaluator are to be held following each evaluation within ten school days unless absenteeism occurs.
  - b. Other conferences may be held at any time when requested by the nurse or the evaluator.
4. Certification:
  - a. After an evaluation and conference, both the nurse and evaluator must sign and date the evaluation form.
5. Filing Evaluation Forms:
  - a. All forms are to be filed in the Superintendent' Office no later than April 10.
6. Use of Evaluation Scale:
  - a. Place the letter rating for each time in the appropriate blank.
7. Comments and Suggestions for Improvements:
  - a. Record comments and suggestions for improvements in the space provided.
8. Rating Scale:
  - a. 1) Outstanding    2) Good                    3) Average  
4) Marginal        5) Unsatisfactory    6) Not Applicable
  - b. Any nurse receiving a 4 or 5 must have suggestions for improvement.
9. Written Narrative:
  - a. Completed with each observation.
  - b. Beginning and ending observation times must be completed and initialed by teacher.
10. Warning System:
  - a. A verbal communication(s).
  - b. A written comment, signed and dated by both parties.
  - c. Inclusion or exclusion of comment on the final evaluation form, depending on whether or not the problem was corrected.

- d. The evaluator may be-pass item (a) and go to Item (b) if deemed necessary.

### SCHOOL NURSE JOB DESCRIPTION

The goals of the health services professional in the Newcomerstown Exempted Village Schools are to maintain and improve the health status of the student so that he may learn effectively; to identify rather than treat, children with disabilities that affect his learning; to encourage correction of remedial defects; to assist in providing emergency care in case of sudden illness or injury; and to prevent and control disease.

The school nurse:

1. Appraises the health status of students to discover their health needs and problems.
2. Recognizes remedial defects and works for correction of these.
3. Takes a complete health history of students entering kindergarten.
4. Maintains a health record on each student in the district.
5. Conducts screening programs:
  - a. Vision - grades Kindergarten - 1 - 3 - 5 - 7 - 9, students new to the district, parent or teacher referrals.
  - b. Hearing - grades Kindergarten - 1 - 2 - 3 - 9, students new to the District, parent and teacher referrals.
  - c. Scoliosis screening - grades 6 - 7 - 8 and any student with past history.
  - d. Height and Weight Assessment - Kindergarten - 1 - 3 - 5 - 6 - 7 - 8 - 9.
  - e. Blood Pressure Measurement - when indicated.
6. Assists teacher in adapting school program to meet individual needs of all students.
7. Helps to protect student health by attention to school environmental health factors.
8. Assists in providing for emergency care for illness or injury while the student is in school or under the jurisdiction of the school.
9. Promotes attendance at school.
10. Serves as health consultant and resource person for students and staff.
11. Implements control of communicable and nuisance diseases in the schools.
12. Assists in health screening procedures for staff members.
13. Participates in health teaching programs to promote prevention and treatment of disease.

14. Serves as a member of the Multi-factored Special Education Evaluation Team.
15. Serves as chairperson of the AIDS Evaluation Team and serves as a member of the AIDS Advisory Committee.

Rating Scale:

- |                |                   |
|----------------|-------------------|
| 1) Outstanding | 4) Marginal       |
| 2) Good        | 5) Unsatisfactory |
| 3) Average     | 6) Not Applicable |

I. ROUTINE PROCEDURES:

- \_\_\_\_\_ 1. Takes a complete health history of students entering Kindergarten.
- \_\_\_\_\_ 2. Maintains a health record on each student in the District.
- \_\_\_\_\_ 3. Conducts vision screening for Kindergarten - 1 - 3 - 5 - 7 - 9, students new to the district, parent or teacher referrals.
- \_\_\_\_\_ 4. Conducts hearing screening for Kindergarten 1 - 2 - 3 - 9, students new to the District, parent or teacher referrals.
- \_\_\_\_\_ 5. Conducts Scoliosis Screening - Grades 6 - 7 - 8 and any student with a past history.
- \_\_\_\_\_ 6. Measure height and weight assessment - Kindergarten - 1 - 3 - 5 - 6 - 7 - 8 - 9.
- \_\_\_\_\_ 7. Checks Blood Pressure when indicated.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists):

Rating Scale:

- |                |                   |
|----------------|-------------------|
| 1) Outstanding | 4) Marginal       |
| 2) Good        | 5) Unsatisfactory |
| 3) Average     | 6) Not Applicable |

II. HEALTH RELATED ACTIVITIES:

- \_\_\_\_\_ 1. Appraises the health status of students to discover their health needs and problems.
- \_\_\_\_\_ 2. Recognizes remedial defects and works for correction of these.
- \_\_\_\_\_ 3. Assists teacher in adapting school program to meet individual needs for all students.
- \_\_\_\_\_ 4. Helps to protect student health by attention to school environmental health factors.
- \_\_\_\_\_ 5. Assists in providing for emergency care for illness or injury while the student is in school or under the jurisdiction of the school.
- \_\_\_\_\_ 6. Serves as a health consultant and resource person for the students and staff.
- \_\_\_\_\_ 7. Participates in health teaching programs to promote prevention and treatment of disease.
- \_\_\_\_\_ 8. Serves as a member of the Multi-factored Special Education Evaluation team.

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists):

Rating Scale:

- 1) Outstanding
- 2) Good
- 3) Average
- 4) Marginal
- 5) Unsatisfactory
- 6) Not Applicable

III. PERSONAL QUALITIES:

- \_\_\_\_\_ 1. Uses courtesy and tact with parents and school support staff.
- \_\_\_\_\_ 2. Supports the school in all endeavors to maintain and improve the quality of the educational program.
- \_\_\_\_\_ 3. Shows respect, concern and courtesy toward colleagues and students.
- \_\_\_\_\_ 4. Maintains regular attendance in accordance with Board Policy.
- \_\_\_\_\_ 5. Is enthusiastic about his/her professional responsibilities.
- \_\_\_\_\_ 6. Dresses appropriately to represent a professional appearance.
- \_\_\_\_\_ 7. Is punctual in relation to Board policy, staff meetings, classroom and assigned duties.
- \_\_\_\_\_ 8. Accepts criticism or recognition gracefully.

COMMENTS

SUGGESTIONS FOR IMPROVEMENT  
(must have if 4 or 5 exists):

Rating Scale:

- 1) Outstanding
- 2) Good
- 3) Average
- 4) Marginal
- 5) Unsatisfactory
- 6) Not Applicable

IV. COMMUNICATION

- \_\_\_\_\_ 1. Initiates communications with parents in order to gain additional information and define ways to alleviate or remedy a student's difficulties.
- \_\_\_\_\_ 2. Strives to be clear, tactful, honest, and caring when communicating with parents.
- \_\_\_\_\_ 3. Prepares for parent-teacher conferences carefully and includes positive comments about the child as well as suggestions for improvement.
- \_\_\_\_\_ 4. Has a positive approach when dealing with parents and students.
- \_\_\_\_\_ 5. Makes regular use of interim reports.
- \_\_\_\_\_ 6. Follows chain of command when trying to resolve problems with the District.  
(Teacher → Evaluator → Superintendent → Board of Education)

COMMENTS:

SUGGESTIONS FOR IMPROVEMENT

(must be if 4 or 5 exists):

Initialed

by Nurse

Date

Observation Beginning Time: \_\_\_\_\_

Observation Ending Time: \_\_\_\_\_

Written Narrative of the Observation: (Additional comments may be written on an attached piece of paper)

Suggestions for Improvement: (If so noted in the written narrative)

Commendable Items:

Date \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_

Date \_\_\_\_\_ Nurse's Signature \_\_\_\_\_

The nurse's signature indicates that the evaluation process was complete, not necessarily consensus with the report.

Recommendation of Evaluator:

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**APPENDIX G**

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOLS  
NEWCOMERSTOWN, OHIO

**PERSONAL LEAVE REQUEST FORM**

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_

DATE REQUEST SUBMITTED \_\_\_\_\_

DATE(S) PERSONAL LEAVE REQUESTED \_\_\_\_\_

CHECK REASON FOR LEAVE (See Agreement for full definition)

- A. Sale/purchase of property
- B. Graduation
- C. Marriage
- D. Estate Settlement
- E. Adoption
- F. Court appearance
- G. Funeral not covered by sick leave
- H. Act of nature
- I. Graduation
- J. College registration
- K. Award Recipient
- L. Mechanical failure of car
- M. STRS appointment
- N. College orientation
- O. Professional meetings
- P. Moving
- Q. Road conditions
- R. Religious holiday
- S. Personal Business that can not be handled at some other time.
- T. Unrestricted Personal Leave.

Employee's Signature: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_

## **APPENDIX H**

### **NETWORK PRIVACY AND ACCEPTABLE USE POLICY FOR NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOL DISTRICT STAFF MEMBERS**

It is the intention of the Newcomerstown Board of Education to protect the privacy of staff members who use the school computers, computer network and electronic messaging systems to the maximum extent possible given the operational and security needs of the District. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the district.

#### **Acceptable and Unacceptable Uses**

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system. Staff members should be aware that all email is public domain and there should be no expectation of privacy in regards to email communication.

The following are uses which are unacceptable under any circumstances:

- the transmission of any language or images which are of a graphic sexual nature
- the transmission of jokes, pictures or other materials which are obscene, lewd, vulgar or disparaging of persons based on their race, color, sex, age, religion, national origin or sexual orientation
- the transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- uses that constitute defamation (libel or slander)
- uses that violate copyright laws
- uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example, the transmission of a computer virus or an excessively large e-mail attachment)
- any commercial or profit-making activities
- any fundraising activities, unless specifically authorized by an administrator

#### **Security and Integrity**

Staff members shall not take any action which would compromise the security of any computer, network or messaging system. This would include the unauthorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not take any actions which may adversely affect the integrity, functionality or reliability of any computer (for example, the installation of hardware or software not authorized by the system administrator).

Staff members shall report to the system administrator or a School District administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their

work duties. “This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.”

#### Right of Access

Although the Board of education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District’s computer network and messaging systems require that full access be available at all times. The School District therefore reserves the right to access and inspect any computer, device or electronic media within its systems and any data, information or messages which may be contained therein. All such data, information and messages are the property of the School District and staff members should have no expectation that any messages sent or received on the School District’s systems will always remain private.

Legal Ref.: ORC 3313.20, 3313.47  
(Children’s Internet Protection Act of 2000, 47 USC § 254 (h), (1))

[RECEIPT FORM on attached page]

**RECEIPT FORM**

I acknowledge receipt of the "Network Privacy and Acceptable Use Policy for Staff Members" of the Newcomerstown BOE approved 8/21/2003).

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Staff Member Signature

PLEASE PRINT:

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Date above signed:

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(Sign and date this sheet and return only this sheet to the building secretary.)

**APPENDIX I**

NEWCOMERSTOWN EXEMPTED VILLAGE SCHOOLS  
NEWCOMERSTOWN, OHIO

**AUTHORIZATION FOR PARENT-TEACHER E-MAIL COMMUNICATION**

Dear Parent(s):

The School District provides its teachers with access to electronic mail (“email”) for educational purposes and District-related business. The District believes that access to e-mail and other technological resources provides the ability to gather and disseminate information, as well as to enhance home/school communication.

While e-mail may be the most effective way of communicating with your child’s teacher, it should not be assumed that e-mail correspondence is entirely private and confidential. The District undertakes a number of measures to ensure the security and integrity of its technological resources. However, e-mail travels over the Intranet where unauthorized individuals may be able to access an e-mail exchange between a parent and a teacher. Additionally, an e-mail message may be forwarded to the wrong person or e-mail address. Therefore, it may still be best for parents to utilize another method of communication when informing a teacher of particularly sensitive material or requesting a teacher to provide the same.

To protect the privacy of students, the District requires all teachers to abide by an “Acceptable Use Policy” that governs use of the District’s technological resources, including e-mail correspondence. Therefore, any parent who wishes to communicate with their child’s teacher via e-mail must authorize such communication by providing an e-mail address to be used by the teacher and agreeing to the terms below.

**“Subject to these understandings, I wish to communicate with my child’s teacher via e-mail. The following e-mail address is the address that I wish any e-mail correspondence relating to my child(ren), to be sent to:”**

E-mail Address: \_\_\_\_\_

**“I understand that the teacher may not respond to inquiries I make from any other e-mail address. I agree that if the e-mail address I have provided changes for any reason, I will notify the teacher immediately.**

Parent Name (Print): \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Name of Child(ren): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_