TENTATIVE AGREEMENT

BETWEEN THE

TALLMADGE BOARD OF EDUCATION

AND THE

TALLMADGE TEACHERS ASSOCIATION

JUNE 30, ~~2022~~ **2026** – JUNE 29, ~~2025~~ **2028**7

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ARTICLE IV. WORKING CONDITIONS

A. CONTRACT YEAR

The contract year for all teachers with one (1) or more years of experience shall be one hundred eighty-four (184) days. Teachers with no previous experience in the District will be required to attend one (1) additional day for purposes of orientation, for a total of one hundred eighty-five (185) days. **Additionally, teachers with no previous experience in the district will be scheduled for two (2) days of paid onboarding training in their first year of employment. As a part of their responsibility, lead teachers may be asked to participate in components of the onboarding training. Intervention specialists new to the district shall have specific onboarding training related to the rules, processes, procedures, and expectations of their duties and responsibilities. Additionally, Intervention specialists, School Psychologists, Speech and Language Pathologists and other identified IEP staff will receive annual training/updates to ensure consistency and accuracy in the IEP process, procedures, expectations, and utilization of required forms.** ~~An additional day may be required by the administration for orientation for which teachers will be paid at the daily substitute rate.~~

The schedule for teachers will include no less than 176 days nor more than 179 days of student instruction. Minimally, the calendar will include the following non-instructional days:

~~One (1) Day Organizational Meeting (includes time for Association meeting per Article XVI, Paragraph H)~~
~~* Two (2) Days for District In-Service~~
~~* One (1) Day for Completion of Records~~
~~** One (1) Day for Classroom Preparation and/or Completion of Records~~

- **One (1) day for Convocation**
- **Two (2) days for teachers workdays****
- **Five (5) days for Instructional Practice Days***

*~~District In-Service Days will be set by the school calendar with input from the Professional Development Committee of the District Leadership Team. All staff members will participate in activities on this day.~~ **Instructional Practice Days are — scheduled, non-instructional day(s) focused on improving pedagogical skills, collaborating with colleagues, developing and assessing student work and programming and advancing curriculum development. When it includes assessing student work, it is a data-driven, actionable day where teachers evaluate and analyze student performance to adjust future instruction and enhance learning outcomes. The administration reserves the right to utilize up to one (1) instructional practice**

day with advance notice to the extent possible. This day will have input from the Professional Development Committee of the District Leadership Team

~~This~~ One (1) of these days may be taken during the week before school begins to prepare a classroom or on the last day of school after the last student day of school.

NEOEA Day shall not be a scheduled workday.

B. SCHOOL CALENDAR

Calendar (options)**,** including priorities for make-up days due to calamity, will be determined by staff input, compact schedule, and other issues. In the Fall, staff input will be obtained by District Leadership Team (DLT) members. An agenda will be posted for the meeting at which calendar options will be formulated. The DLT will develop calendar options based on staff input, Compact Schedule, and other issues. Options shall be voted on by all employees of Tallmadge City Schools, with DLT representative responsible for conducting the vote. The DLT will submit the preferred calendar based on the vote, for Board approval. After the new year, the Board of Education will approve the calendar and copies will be distributed to all staff. **The DLT will research district wide and building specific early release and late arrival concepts and provide recommendations to the Board and TTA negotiation teams for consideration by the end of the 2026-2027 school year. During this time THS will participate in Quarterly delayed starts. The Superintendent will issue a THS delayed start schedule no later than September 9, 2026. Data from these delayed starts will be gathered and shared with the DLT to inform their potential recommendations.**

A decision by the Superintendent of schools to close the entire system or a particular building is closed to students and potentially staff by reason of health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons will be deemed a calamity. Bargaining unit members shall not be required to report to work when the school(s) are officially closed by the Superintendent due to a calamity. IEP/ETR/504 meetings will still take place remotely on calamity days where bargaining unit members are not required to report. Additionally, after five (5) days or hourly equivalent of five (5) days that school is closed due to a calamity, bargaining unit members may be required to report to work for their regularly scheduled workday on calamity day six (6) and beyond without students in attendance. This time shall be used for planning and co-planning time (instructional practice time). If members are required to report to work without students in attendance, the workday will begin on a two (2) hour delayed start. Bargaining unit members will not be reprimanded if adverse weather conditions and/or power outages prevent them from reporting at the designated two (2) hour delayed start time. The bargaining unit member must notify their immediate supervisor that they are unable to report to work. If a member is delayed in his/her arrival or unable to report due to adverse weather-related issues, the member shall work from home.

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F. PREPARATION

Each teacher shall have at least one (1) preparation period per day or the equivalent time per week. Preparation periods shall be at least thirty (30) consecutive minutes in all schools, and shall not be interrupted by meetings unless said meeting is scheduled with a parent or by an Administrator. All teachers shall have a minimum of two hundred (200) minutes preparation time per week. Preparation time for part-time teachers shall be on a prorate basis.

Non-specials teachers will not be responsible for outdoor lunch recess and lunch duty except that elementary classroom teachers may be required to cover up to three outdoor lunch recesses in a ten day period as long as they are provided a daily "special" preparation period (or equivalent). Specials class teachers may only be assigned such duties if their planning time exceeds the non-specials teachers' average daily planning time in that building by at least 40 minutes. **High School intervention specialists may only be assigned duties that directly correlate to exceptional students.**

The parties recognize that circumstances occasionally challenge a bargaining unit member's ability to access the contractual minimums for preparation and/or uninterrupted lunch periods due to urgent student safety or other pressing student needs. In this case, the teacher must first attempt to notify the principal at the time of such exigency. If satisfactory alternative arrangements cannot be made, the teacher may log the time and date of the missed preparation time and/or lunch period and submit a form for payment of time lost from contractual minimums for payment based on the internal substitution rate. To be processed for payment, such form must be submitted by the end of the week in which the time was missed. For lunch periods, teachers should utilize this important break and only if matters arise that clearly prevent access to a lunch break within the workday, should teachers seek to work through lunch.

In addition, for I.E.P. annual reviews and related document preparation, Intervention Specialists and Speech and Language Pathologists upon request, shall be provided with release time of up to two (2) days per year. Duties performed during such release time **may be completed in a work from home format.** ~~must be on school grounds and coordinated with the building administration.~~

G. IN-SERVICE TRAINING

The Administration may request, or individual teachers may volunteer, to prepare or present in-service programs. The failure of a teacher to accede to such a request or to volunteer shall not be used adversely with regard to evaluation, retention, assignment, or

transfer of said teacher.

H. STAFF MEETINGS

Except in the event of an emergency, staff meetings shall be scheduled on a regular basis twice a month, e.g., the second and fourth Mondays of each month. These meetings shall not exceed sixty (60) minutes. Teachers are expected to attend these meetings that may extend outside the normal teacher school day unless the Principal approves their absence from such meeting in advance. Attendance at additional meetings is voluntary.

Such approval for absence shall not be unreasonably withheld. It is anticipated that Building Administrators will limit the need of extra staff meetings by the use of other forms of communication, whenever possible.

At least one (1) staff meeting shall include special education updates and a Part 1 ETR training for general education staff. Part 1 ETR training for general education staff will occur at the October staff meeting.

Association representatives following the conclusion of staff meetings may make announcements concerning Association activities.

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ARTICLE V. PERSONNEL APPOINTMENTS

D. TRANSFER AND VACANCIES

1. Definitions

a. Vacancies shall occur following the resignation, retirement, voluntary transfer, involuntary transfer, nonrenewal, or termination of a bargaining unit member. A newly created position shall be considered a vacancy. A position that is eliminated in accordance with RIF provisions herein shall not be considered a vacancy. Positions that become vacant during the school year may be filled on a temporary basis.

b. A transfer is the changing of a bargaining unit member's placement to another building, grade level, or department.

c. Voluntary transfer is a request by a bargaining unit member to change to another building, grade level, or department.

d. Involuntary transfer is initiated by the Superintendent and is a change to another

building, grade level, or department.

e. **No later than November 1, the District will survey staff regarding their areas of interest based on licensure to identify potential voluntary movement or reassignment opportunities in the event staff are reassigned)or transferred based on operational need(s)**

2. Posting of a Vacancy

a. The vacancy notice shall be posted for five (5) working days in each school office and staff room during the school year and in the school offices during a vacation period. Throughout the year, all postings shall be placed on the Central Office bulletin board for five (5) working days and a copy sent to the Association President.

b. Throughout the summer recess all postings for vacant District positions shall be announced for five (5) business days through a District website, building postings and via District e-mail. Each posting shall indicate the date of initial posting and the last date to apply for the position. After August 1~~st~~ and until the opening of school, the Board may fill positions after posting on the website, in building postings and via District e-mail without a five (5) day waiting period.

c. It shall be the responsibility of the bargaining unit member to review and respond in writing to the posted positions for which they are interested.

3. Interviews of Bargaining Unit Members

a. If a bargaining unit member makes application within the posting period, the Superintendent or his/her designee will interview the applicant.

b. If a bargaining unit member applies for more than one (1) vacancy within a school year or for the subsequent school year, the bargaining unit member will receive a minimum of one (1) interview. For good reason and upon request, either the Administration or bargaining unit member may request an additional interview opportunity.

c. Posted positions are filled after applicants are interviewed.

d. The interview process will include consideration for a bargaining unit member's years of service and input from the building, grade level, department, or subject area.

4. The Superintendent, after considering (in no particular order) the criteria listed below, reserves the right to make all transfers and/or recommend the filling of a vacancy,

whether initiated by a staff member or the Administration, with the best interest of the students as the prime criterion.

- Certification/Licensure.
- Quality of teaching performance based on accumulated evaluations.
- Peer relationships/suitability with department or grade level.
- Seniority (defined as total continuous teaching years in Tallmadge City Schools).
- Suitability for setting/students.
- Teacher's areas of competence.
- Major and/or minor fields of study.

5. The Central Office will notify all candidates of the final decision as soon as is practical. If a bargaining unit member is not selected for the vacancy for which he/she applied, the member may ask the Superintendent or his/her designee for the reasons for the denial.

6. When filling a vacancy in or implementing a transfer to a non-traditional classroom assignment, the above criteria (4 a through 4 g) will be applied. Volunteers from among properly trained teachers will be considered first before such an assignment is made. No member of the bargaining unit will be assigned to a non-traditional classroom setting without first having obtained adequate training.

ARTICLE VII. COMMUNICATION

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B. DISTRICT AND BUILDING LEADERSHIP TEAMS

The Building Leadership Teams (BLT) are responsible for teaching and learning issues within a building.

The District Leadership Team (DLT) shall meet regularly (on a monthly basis) to discuss new programs, projects, and concerns of the District. Any resolution shall be made in compliance with the terms and conditions of this Contract.

No committee or subcommittee shall have the authority to make decisions that change terms and conditions of employment. The Association and the Board must approve any

recommendation that would impact the terms and conditions of employment or of this Contract.

1. Professional Development Committee

A. The Professional Development Committee ("PDC") is a subcommittee of the DLT and responsible for recommending, coordinating and evaluating effective professional development opportunities, activities and programming for licensed/certificated staff. This includes:

1. Assisting in the planning of District professional development, including In-Service days;
2. Serving as liaison for grade level teams, lead teachers and building departments in the sharing of information, obtaining feedback, and the development of targeted professional development options for staff; and
3. Assisting with staff professional development activities on the building level.

B. The composition of the PDC will be determined initially by the DLT with the approval of the Superintendent and TTA President.

1. The Committee will be comprised of two (2) bargaining unit members from each building (appointed by the TTA President) and the TTA President or his/her designee and administrators appointed by the Superintendent.
2. The Committee will be co-chaired by the Superintendent/designee and the TTA President/designee.
3. The Committee will be guided by the Tallmadge Interest Based Problem Solving Process (Appendices H and I) and will develop procedures for governance of the PDC.
4. The Committee will operate by consensus.
5. The Committee will meet as determined mutually by the co-chairs.
6. Minutes for PDC meetings will be provided to Committee members and the DLT.
7. Participation on the PDC will be voluntary.

C. <u>Compensation and Release Time</u>

1. Release time for bargaining unit Committee members will be as determined by the mutual agreement of the co-chairs for any PDC meetings or assignments occurring during the normal work day. For authorized meetings and/or pre-approved Committee work outside of the normal work day, bargaining unit members on the Committee will be compensated at the internal substitution rate.

2. Bargaining unit members designated by the TTA President to serve as co-chair of the PDC will be eligible for additional hours at the

internal substitution rate for additional pre-approved hours required for work performed as co-chair.

2. Building PBIS Committee

It is mutually recognized that the Board-adopted student code of conduct, the provisions of which appear in the student handbooks, is the basis for student discipline in the district. Administrators and educators are mutually responsible for upholding the code of conduct.

Educators will provide input to the student handbooks through the building Positive Behavioral Interventions and Supports (PBIS) team. During the year, the PBIS building teams shall utilize regular meeting time to provide input to the student handbook. Each PBIS building team will review the student code of conduct, behavior expectations, and develop action steps if needed to amend and/or edit their respective building student handbook. Recommendation of changes to the building student handbooks shall be provided to the Superintendent not later than April 15th

During staff meetings, the PBIS committee will review the process to document student discipline and how to receive feedback from district administrators on referrals. Additionally, staff will be informed of staff assigned to the building crisis team and the responsibilities/duties of the crisis team.

3. CTE Pilot Committee

The composition of the CTE Pilot Committee will be at least one district CTE teacher from the high school and the middle school; two (2) school counselors, one (1) from the high school and one (1) from the middle school; two (2) administrators, one (1) from the high school and one (1) from the middle school; the superintendent or their designee; and one (1) school board member.

The committee's goals are: to develop a strategic plan to include staff and student shadowing, job fairs, program marketing strategies and tactics, and program fee structures; to review the current Tallmadge CTE offerings; and to research the opportunities for additional Tallmadge CTE programming. Program research includes new CTE offerings for level 1 and level 2 students as well as foundation classes at the middle school and ninth (9th) and tenth (10th) grades. The committee will utilize TMS student interest data to assist in the exploration and potential development of CTE programming. A curriculum audit will occur to determine if current Tallmadge course offerings align with career pathways. This audit will be used to identify

foundation classes. Additionally, the committee will ensure CTE instructors are provided with a yearly program budget and a supply audit.

4. **English Language and Special Education Leadership Teams**

During the 2026-2027 school year, these leadership teams will explore the concept of a workload calculator to assist in the assignment of caseloads. These teams will utilize district historical data and best practices to inform their work. Additionally, these leadership teams will assist in determining student placement, provide input in vertical alignment and grade level transitioning.

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ARTICLE VIII. COMPENSATION

A. SALARY SCHEDULES

1. ~~The beginning salary applied to the current indexed salary schedule shall be forty thousand two hundred and eighty-five ($40,285) effective with the 2022-2023 school year, forty-one thousand and ninety-one dollars ($41,091) effective with the 2023-2024 school year and forty-one thousand nine hundred and thirteen dollars ($41,913) effective with the 2024-2025 school year. (2% raise each year)~~

~~In addition, each bargaining unit member who was employed in 2021-2022 (a minimum of 120 days) and remains employed in 2022-2023 shall be paid the first pay in December, 2022, a cash payment/stipend equal to .75% of the bargaining unit member's 2022-2023 salary~~.

~~The beginning salary applied to the current indexed salary schedule shall be forty-two thousand eight hundred fifty-six dollars ($42,856) effective with the 2025-2026 school year. This represents a two and one quarter percent (2.25%) increase.~~

The beginning salary applied to the current indexed salary schedule shall be forty-two thousand eight hundred fifty-six dollars ($42,856) effective with the 2026-2027 school year. This represents a zero percent (0%) increase.

~~Contingency Compensation Provision for the 2027-2028 School Year:~~
~~For the 2027-2028 school year, if the earned income tax levy passes in November of 2026, then the beginning salary applied to the current indexed salary schedule shall be forty-three thousand nine hundred twenty-seven dollars ($43,927). This represents a two and a half percent (2.5%) increase. If the earned income tax levy fails, the 2026-2027 salary schedule remains in effect.~~

~~**For the 2027-2028 school year, if the property tax levy passes in May of 2027, then the beginning salary applied to the current indexed salary schedule shall be forty-three thousand nine hundred twenty-seven dollars ($43,927) effective January 1, 2028. This represents a two and a half percent (2.5%) increase. If the property tax levy fails, the 2026-2027 salary schedule remains in effect.**~~

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School Year	School Year	School Year
2022-2023	2023-2024	2024-2025
$40,285	$41,091	$41,913

Supplementals	percent:	2022-2023 Stipend	2023-2024 Stipend	2024-2025 Stipend
HS Marching Band Dir	14.0%	5,640	5,753	5,868
HS Marching Band Asst Dir (2 Asst Positions)	9.0%	3,626	3,698	3,772
HS Concert Band	6.1%	2,457	2,507	2,557
HS Jazz Band	4.0%	1,611	1,644	1,677
MS Summer Band Dir	4.0%	1,611	1,644	1,677
MS Concert Band	----	------	------	------
(Grades 5,6,7,8 @1.5% each)	1.5%	604	616	629
Vocal Music				
High School Choir	2.0%	806	822	838
A Capella Choir HS	2.0%	806	822	838
Show Choir HS	8.0%	3,223	3,287	3,353
MS Choir	----	------	------	------
(Grades 6,7,8 @ 1% each)	1.0%	403	411	419
Guidance K-12 (11 Days)	13.3%	5,358	5,465	5,574
Librarian (10 Days) (2 positions)	12.8%	5,156	5,260	5,365
Resource Ctr Coord (4 Days)	3.0%	1,209	1,233	1,257
Lead Teachers/SEFC	7.7%	3,102	3,164	3,227
Resident Educator Program				
Resident Educ Prog Coord (REPC)	7.7%	3,102	3,164	3,227
Resid Educ Prog Mentor (Year 1)	4.0%	1,611	1,644	1,677
Resid Educ Prog Mentor (Year 2)	3.0%	1,209	1,233	1,257
Resident Educ Prog Facilitator	1.0%	403	411	419
Tech Specialist	5.0%	2,014	2,055	2,096
Resp in More than 1 Campus	2.0%	806	822	838
Tech Education (10 Days) (3 Positions)	8.8%	3,545	3,616	3,688
3-D Art - MS	8.8%	3,545	3,616	3,688
Career & Tech I (7 days) (3 Positions) Business, Marketing, & O.W.E.	5.6%	2,256	2,301	2,347
Career & Tech II (10 days) (2 Positions) Compact	8.8%	3,545	3,616	3,688
Career & Tech III (4 days) (3 Positions) Work & Family Life	3.0%	1,209	1,233	1,257
Theater Manager	14.0%	5,640	5,753	5,868
THS Yearbook (Annual)	7.5%	3,021	3,082	3,143
THS Publications (Newspaper)	6.0%	2,417	2,465	2,515
Bus Duty (Safety Patrol) before and after school	4.5%	1,813	1,849	1,886
TMS Science Fair	1.0%	403	411	419
TMS Spelling Bee	1.0%	403	411	419
After School/Sat Detention	4.5%	1,813	1,849	1,886

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Supplementals-Athletics

School Year	Base Salary
2022-2023	$40,285
2023-2024	$41,091
2024-2025	$41,913

qualifying years of experience:	0-2	3-6	7-12	13-20	21+
weighting factor:	1.00	1.05	1.10	1.15	1.20

		percent:					
CATEGORY 1							
a) Head Coach		17.0%					
	2022-2023		6,848	7,191	7,533	7,876	8,218
	2023-2024		6,985	7,335	7,684	8,033	8,383
	2024-2025		7,125	7,481	7,838	8,194	8,550
b) Assistant - HS		11.7%					
	2022-2023		4,713	4,949	5,185	5,420	5,656
	2023-2024		4,808	5,048	5,288	5,529	5,769
	2024-2025		4,904	5,149	5,394	5,639	5,885
c) Assistant - MS		7.8%					
	2022-2023		3,142	3,299	3,456	3,614	3,771
	2023-2024		3,205	3,365	3,526	3,686	3,846
	2024-2025		3,269	3,433	3,596	3,760	3,923
CATEGORY 2							
a) Head Coach		13.0%					
	2022-2023		5,237	5,499	5,761	6,023	6,284
	2023-2024		5,342	5,609	5,876	6,143	6,410
	2024-2025		5,449	5,721	5,994	6,266	6,538
b) Assistant - HS		9.0%					
	2022-2023		3,626	3,807	3,988	4,169	4,351
	2023-2024		3,698	3,883	4,068	4,253	4,438
	2024-2025		3,772	3,961	4,149	4,338	4,527
c) Assistant - MS		6.0%					
	2022-2023		2,417	2,538	2,659	2,780	2,901
	2023-2024		2,465	2,589	2,712	2,835	2,959
	2024-2025		2,515	2,641	2,766	2,892	3,018
CATEGORY 3							
a) Head Coach		9.0%					
	2022-2023		3,626	3,807	3,988	4,169	4,351
	2023-2024		3,698	3,883	4,068	4,253	4,438
	2024-2025		3,772	3,961	4,149	4,338	4,527
b) Assistant		4.55%					
	2022-2023		1,833	1,925	2,016	2,108	2,200
	2023-2024		1,870	1,963	2,057	2,150	2,244
	2024-2025		1,907	2,002	2,098	2,193	2,288

Category 1
Football
Basketball (Boys/Girls)

Category 2
Track Boys/Girls
Baseball
Softball
Soccer (Boys/Girls)
Wrestling
Volleyball
Swim Team
Site Manager
Cross Country
Wheelchair Basketball

Category 3
Golf (Boys/Girls)
Bowling (Boys/Girls)
Tennis (Boys/Girls)

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Supplementals-Clubs

School Year	Base Salary
2022-2023	$40,285
2023-2024	$41,091
2024-2025	$41,913

qualifying years of experience:	0-2	3-6	7-12	13-20	21+
weighting factor:	1.00	1.05	1.10	1.15	1.20

	percent:					
CATEGORY 1	**7.5%**					
2022-2023		**3,021**	**3,172**	**3,324**	**3,475**	**3,626**
2023-2024		**3,082**	**3,236**	**3,390**	**3,544**	**3,698**
2024-2025		**3,143**	**3,301**	**3,458**	**3,615**	**3,772**
CATEGORY 2	**6.0%**					
2022-2023		**2,417**	**2,538**	**2,659**	**2,780**	**2,901**
2023-2024		**2,465**	**2,589**	**2,712**	**2,835**	**2,959**
2024-2025		**2,515**	**2,641**	**2,766**	**2,892**	**3,018**
CATEGORY 3	**4.5%**					
2022-2023		**1,813**	**1,903**	**1,994**	**2,085**	**2,175**
2023-2024		**1,849**	**1,942**	**2,034**	**2,126**	**2,219**
2024-2025		**1,886**	**1,980**	**2,075**	**2,169**	**2,263**
CATEGORY 4	**3.0%**					
2022-2023		**1,209**	**1,269**	**1,329**	**1,390**	**1,450**
2023-2024		**1,233**	**1,294**	**1,356**	**1,418**	**1,479**
2024-2025		**1,257**	**1,320**	**1,383**	**1,446**	**1,509**
CATEGORY 5	**1.5%**					
2022-2023		**604**	**634**	**665**	**695**	**725**
2023-2024		**616**	**647**	**678**	**709**	**740**
2024-2025		**629**	**660**	**692**	**723**	**754**

Category 1

Leaders In Action
Senior Class Adv
THS Student Senate
Junior Class Adv
THS Musical Dir

Category 2

TMS Builders Club
THS Musical Asst
THS Interactive

Category 3

TMS Drama
Speech/Debate Adv
FCCLA
NHS
BPA
Pep Club
Improv Club
TMS STEM Club (2)
THS STEM/Robotics
THS Drama Fall Play (2)
Freshman Class Adv
Sophomore Class Adv
THS Varsity Cheer Fall
THS Varsity Cheer Winter
THS JV Cheer Fall
THS JV Cheer Winter
THS Color Guard Fall
THS Color Guard Winter
TMS PANDA
Phys Fitness Dir Fall
Phys Fitness Dir Spring
Phys Fitness Dir Winter
Site Manager Fall
Site Manager Spring
Site Manager Winter

Category 4

Acedemic Challenge
Read & Write Festival
TMS School Pub
THS Fresh Cheer Fall
THS Fresh Cheer Winter
TMS Cheer Fall
TMS Cheer Winter
Asst Speech/Debate
THS Spanish
THS French
D.E.C.A
Elem Art Enrich Prog
THS Art
Respect Club
TMS Yearbook
TMS Student Council

Category 5

Letter Winners
THS Bio/Eco

	School Year 2022-2023	School Year 2023-2024	School Year 2024-2025
	$40,285	$41,091	$41,913

Supplementals	percent:	2022-2023 Stipend	2023-2024 Stipend	2024-2025 Stipend
HS Marching Band Dir	14.0%	5,640	5,753	5,868
HS Marching Band Asst Dir	9.0%	3,626	3,698	3,772
(2 Asst Positions)				
HS Concert Band	6.1%	2,457	2,507	2,557
HS Jazz Band	4.0%	1,611	1,644	1,677
MS Summer Band Dir.	4.0%	1,611	1,644	1,677
MS Concert Band	---	---	---	---
(Grades 5, 6, 7, 8 @ 1.5% each)	1.5%	604	616	629
Vocal Music				
High School Choir	2.0%	806	822	838
A Capella Choir HS	2.0%	806	822	838
Show Choir HS	8.0%	3,223	3,287	3,353
MS Choir				
(Grades 6, 7, 8 @1% each)	1.0%	403	411	419
Guidance K-12 (11 Days)	13.3%	5,358	5,465	5,574
~~Librarian (10 Days) (2 positions)~~	12.8%	5,156	5,260	5,365
~~Resource Cts Coord (4 Days)~~	3.0%	1,209	1,233	1,257
Lead Teachers/SEFC	7.7%	3,102	3,164	3,227
Resident Educator Program				
Resident Educ Prog Coord (REPC)	7.7%	3,102	3,164	3,227
Resid Educ Prog Mentor (Year 1)	4.0%	1,611	1,644	1,677
Resid Educ Prog Mentor (Year 2)	3.0%	1,209	1,233	1,257
Resident Educ Prog Facillitator	1.0%	403	411	419
~~Tech Specialist~~	5.0%	2,014	2,055	2,096
Resp in More than 1 Campus	2.0%	806	822	838
Tech Education (10 Days) (3 Positions)	8.8%	3,545	3,616	3,688
~~3-D Art-MS~~	8.8%	3,545	3,616	3,688
Career & Tech I (7 Days) (3 positions)	5.6%	2,256	2,301	2,347
Business, Marketing, & O.W.E.				
Career & Tech II (10 Days) (2 positions)	8.8%	3,545	3,616	3,688
Compact				
Career & Tech III (4 Days) (3 positions)	3.0%	1,209	1,233	1,257
Work & Family Life				
Theater Manager	14.0%	5,640	5,753	5,868
THS Yearbook (Annual)	7.5%	3,021	3,082	3,143
THS Publications (Newspaper)	6.0%	2,417	2,465	2,515
Bus Duty (Safety Patrol)	4.5%	1,813	1,849	1,886
before and after school				
~~TMS Science Fair~~	1.0%	403	411	419
TMS Spelling Bee	1.0%	403	411	419
After School/Sat Detention	4.5%	1,813	1,849	1,886
Special Education Compliance Facilitators (up to 5)				
Graduation Coordinator				
TMS Athletic Director				
LPDC (7 positions)				

Supplementals - Athletics

School Year	Base Salary
2022-2023	$40,285
2023-2024	$41,091
2024-2025	$41,913

qualifying years of experience:	0-2	3-6	7-12	13-20	21+
	1	1.05	1.1	1.15	1.2

		percent:					
Category 1							
a) Head Coach		17.0%					
	2022-2023		6,848	7,191	7,533	7,876	8,218
	2023-2024		6,985	7,335	7,684	8,033	8,383
	2024-2025		7,125	7,481	7,838	8,194	8,550
b) Assistant - HS		11.7%					
	2022-2023		4,713	4,949	5,185	5,420	5,656
	2023-2024		4,808	5,048	5,288	5,529	5,769
	2024-2025		4,904	5,149	5,394	5,639	5,885
c) Assistant - MS		7.8%					
	2022-2023		3,142	3,299	3,456	3,614	3,771
	2023-2024		3,205	3,365	3,526	3,686	3,846
	2024-2025		3,269	3,433	3,596	3,760	3,923
Category 2							
a) Head Coach		13.0%					
	2022-2023		5,237	5,499	5,761	6,023	6,284
	2023-2024		5,342	5,609	5,876	6,143	6,410
	2024-2025		5,449	5,721	5,994	6,266	6,538
b) Assistant - HS		9.0%					
	2022-2023		3,626	3,807	3,988	4,169	4,351
	2023-2024		3,698	3,883	4,068	4,253	4,438
	2024-2025		3,772	3,961	4,149	4,338	4,527
c) Assistant - MS		6.0%					
	2022-2023		2,417	2,538	2,659	2,780	2,901
	2023-2024		2,465	2,589	2,712	2,835	2,959
	2024-2025		2,515	2,641	2,766	2,892	3,018
Category 3							
a) Head Coach		9.0%					
	2022-2023		3,626	3,807	3,988	4,169	4,351
	2023-2024		3,698	3,883	4,068	4,253	4,438
	2024-2025		3,772	3,961	4,149	4,338	4,527
b) Assistant - **MS/**HS		4.55%					
	2022-2023		1,833	1,925	2,016	2,108	2,200
	2023-2024		1,870	1,963	2,057	2,150	2,244
	2024-2025		1,907	2,002	2,098	2,193	2,288

Category 1	Category 2	Category 3
Football	Track (Boys/Girls)	Golf (Boys/Girls)
Basketball (Boys/Girls)	Baseball	Bowling (Boys/Girls)
	Softball	Tennis (Boys/Girls)
	Soccer (Boys/Girls)	**Cheerleading (Fall/Winter)**
	Wrestling	**Girls Flag Football**
	Volleyball	
	Swim Team	
	Site Manager	
	Cross Country	
	Wheelchair Basketball	
	Strength and Conditioning Fall	
	Strength and Conditioning Winter	
	Strength and Conditioning Spring	

Supplementals - Clubs

School Year	Base Salary
2022-2023	$40,285
2023-2024	$41,091
2024-2025	$41,913

qualifying years of experience:	0-2	3-6	7-12	13-20	21+
	1	1.05	1.1	1.15	1.2

		percent:					
Category 1		7.5%					
	2022-2023		3,021	3,172	3,324	3,475	3,626
	2023-2024		3,082	3,236	3,390	3,544	3,698
	2024-2025		3,143	3,301	3,458	3,615	3,772
Category 2		6.0%					
	2022-2023		2,417	2,538	2,659	2,780	2,901
	2023-2024		2,465	2,589	2,712	2,835	2,959
	2024-2025		2,515	2,641	2,766	2,892	3,018
Category 3		4.5%					
	2022-2023		1,813	1,903	1,994	2,085	2,175
	2023-2024		1,849	1,942	2,034	2,126	2,219
	2024-2025		1,886	1,980	2,075	2,169	2,263
Category 4		3.0%					
	2022-2023		1,209	1,269	1,329	1,390	1,450
	2023-2024		1,233	1,294	1,356	1,418	1,479
	2024-2025		1,257	1,320	1,383	1,446	1,509
Category 5		1.5%					
	2022-2023		604	634	665	695	725
	2023-2024		616	647	678	709	740
	2024-2025		629	660	692	723	754

Category 1
Leaders in Action
Senior Class Adv
THS Student Senate
Junior Class Adv
THS Musical Dir

Category 2
TMS Builders Club
THS Musical Asst
THS Interactive

Category 3
TMS Drama
Speech/Debate Adv
FCCLA
NHS
BPA
Pep Club
Improv Club
~~TMS STEM Club (2)~~ **TMS Robotics**
~~THS STEM/Robotics~~ **THS Robotics**
THS Drama Fall Play (2)
Freshman Class Adv
Sophomore Class Adv
~~THS Varsity Cheer Fall~~
~~THS Varsity Cheer Winter~~
~~THS JV Cheer Fall~~
~~THS JV Cheer Winter~~
THS Color Guard Fall
THS Color Guard Winter
~~TMS Panda~~ **TMS Youth to Youth**
~~Phys Fitness Dir Fall~~
~~Phys Fitness Dir Spring~~
~~Phys Fitness Dir Winter~~
Site Manager Fall
Site Manager Spring
Site Manager Winter
Indoor Track
Indoor Track Assistant (3 positions)

Category 4
Academic Challenge
Read & Write Festival
~~TMS School Pub~~
~~THS Fresh Cheer Fall~~
~~THS Fresh Cheer Winter~~
TMS Cheer Fall
TMS Cheer Winter
Asst Speech/Debate
THS Spanish
THS French
D.E.C.A.
~~Elem Art Enrich Prog.~~
THS Art
Respect Club
TMS Yearbook
TMS Student Council
Ski Club
Student Council for Exceptional Children
Rainbow Alliance
THS Esports
TMS Esports
TCS Fishing Club
THS Photography

Category 5
Letter Winners
THS Bio/Eco
Handle with Care Trainer (3 positions

Guidelines for Adding a Sport and/or Coach

Adding a sport and/or coach is based on different criteria from a club. A club operates on a designated time period to show that we can maintain student interest. A sport/coach is a yearly decision based on numbers. Thus, if we do not field a team there is no supplemental paid to that coach for that year. In other words, the varsity coach does not have an additional assistant for the season. Whenever a sport/coach position is added, the Supplemental Committee will use the contract to determine the category for the salary basis.

A new sport/coach is added when:

1. There is an interest in adding a new sport. Swimming did this by going from club status to team sport.

2. Adding a new level of a current varsity sport such as Boys Freshman Baseball.

~~SUPPLEMENTALS – CLUBS~~

~~CATEGORY 1~~
~~Leaders in Action~~
~~Senior Class Advisor~~
~~THS Student Senate~~
~~Junior Class Advisor~~
~~THS Musical Director~~

~~CATEGORY 2~~
~~TMS Builders Club~~
~~THS Musical Assistant~~
~~THS Interactive Club~~

~~CATEGORY 3~~
~~BPA~~
~~TMS Drama~~
~~FCCLA~~
~~Speech/Debate Advisor~~
~~NHS~~
~~Freshman Class Advisor~~
~~Improv Club~~
~~Pep Club~~
~~TMS STEM~~ **~~TMS Robotics~~** ~~(2 positions)~~
~~THS Drama Fall Play (2 positions)~~
~~Site Manager~~
~~Sophomore Class Advisor~~
~~STEM/Robotics Club~~ **~~THS Robotics~~**
~~THS Varsity Cheerleading Fall~~
~~THS Varsity Cheerleading Winter~~
~~THS JV Cheerleading Fall~~
~~THS JV Cheerleading Winter~~
~~THS Color Guard Fall~~
~~THS Color Guard Winter~~
~~Indoor Track~~
~~Indoor Track Assistant (3 positions)~~

~~CATEGORY 4~~
~~Academic Challenge~~
~~Reading and Writing Festival~~
~~TMS School Publications~~
~~THS Fresh Cheerleading Winter~~
~~THS Fresh Cheerleading Fall~~
~~TMS Cheerleading Fall~~
~~TMS Cheerleading Winter~~
~~Asst. Speech/Debate Advisor~~
~~THS Spanish~~
~~THS French~~
~~D.E.C.A.~~
~~Elementary Art Enrichment Program~~
~~THS Art~~ **~~Club~~**
~~Respect Club~~
~~TMS Yearbook~~
~~TMS Student Council~~
~~Ski Club~~
~~Student Council for Exceptional Children~~
~~Rainbow Alliance~~
~~THS Esports~~
~~TMS Esports~~

~~TMS Panda~~ **~~TMS Youth to Youth~~** **~~TCS Fishing Club~~**
~~Physical Fitness Director (3 positions)~~ **~~THS Photography~~**
~~– Fall/Winter/Spring~~

~~CATEGORY 5~~
~~Letter Winners~~
~~Bio/Eco Club~~
~~Handle with Care Trainer (3 positions)~~

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F. SEVERANCE PAY

1. A full-time certificated employee of the Tallmadge Board of Education, upon retirement from active service (who qualify for unreduced or reduced benefits) under the provisions of the appropriate State Teachers Retirement System, shall receive severance pay equal to one-fourth (1/4) of the accumulated Sick Leave days not to exceed two hundred eighty (280) days or a maximum of seventy (70) severance days. Said payment shall be based on the per diem rate of pay for a full day's pay for the last year for which Ohio Sick Leave credit was earned.

2. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system and verification from the appropriate system that the first check has been cashed; provided, however, that the retirement be effected within one (1) year from the last day of active service. An MBU may have his/her severance pay paid to his/her 403(b)/deferred comp plan for sheltering purposes to the extent permitted by law. This election to have his/her severance pay paid to his/her 403(b) or deferred comp plan must be made prior to formal Board action on resignation for purposes of retirement.

3. **In the event an employee dies prior to severing employment via retirement from active service who would otherwise be entitled to such payment, shall be deemed eligible for severance based on the number of sick days accumulated while working at the District. Said severance payment shall be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.**

4. The above payments shall be exempt from deductions, except as provided by law.

5. **The Board shall provide an early notification incentive to bargaining unit members who voluntarily notify the District in writing, on or before March 1, of their intent not to return for employment at the District due to resignation or retirement. Eligible employees who provide such timely written notice and fulfill all contractual obligations through the end of the current school year shall receive a one-time payment of Five Hundred Dollars ($500.00). Payment shall be made no later than the first payroll in June.**

The incentive shall not apply to employees whose separation is the result of nonrenewal, termination, reduction in force, disability separation, or other involuntary separation from employment.

G. INTERNAL SUBSTITUTION REIMBURSEMENT

~~If a teacher is asked by the Administration to teach or supervise a classroom during his/her preparation time and the teacher agrees, then he/she shall be paid .0008 of the base per hour. Class coverage pursuant to the above shall be arranged by the Building Administration and distributed equitably among the teachers in said school.~~ **MTSS SLPs may be pulled to provide coverage for the regular SLPs however they may not be pulled more than three (3) times per month. Title teachers and tutors shall not be pulled to provide internal substitution.**
At the beginning of each semester, ~~the District~~ each building Principal will solicit volunteers from bargaining unit members who are willing to provide class coverage during their planning/preparation time. The ~~District~~ building Principal shall maintain a building list of such volunteers, which building principals or their designees shall use to assign coverage as needed.

In the event volunteer coverage is unavailable and an emergency coverage need exists, the District may assign a bargaining unit member to provide class coverage. Such assignments shall be made by the building principal or designee. The building principal or designee will make an effort to assign bargaining unit members on a rotating basis.

Teachers providing coverage to teach or supervise a classroom during his/her planning/preparation time shall be paid .0008 of the base per hour.

Teachers who are regularly scheduled to provide classroom instruction with another teacher, ~~who absorb the entire classroom due to the absence of the other educator,~~ are also eligible for this reimbursement for instruction time. **This reimbursement includes any team teaching or co-teaching models being practiced in the district.**

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ARTICLE IX. FRINGE BENEFITS

A. OVERVIEW

The Board of Education shall provide all or part of the cost of Hospitalization, Surgical, and Major Medical Insurance to certificated employees under the Board approved Group

Insurance Programs according to the following provisions:

1. Effective-January 1, 2023, eighty five percent (85%) **of the healthcare premium will be paid** by the Board of Education for all full-time certificated/**licensed** employees working seven and one-half (7.5) hours per day, five (5) days a week.

2. Fifty percent (50%) **of the healthcare premium will be paid** by the Board of Education for all part-time certificated/**licensed** employees working twenty (20) hours a week or more but less than full-time. ~~Full-time tutors who work twenty-five (25) or more hours per week shall have seventy-five percent (75%) of their health insurance paid; tutors who work less than twenty-five hours (25) per week shall have fifty percent (50%) of their health insurance paid.~~

4. Certified/licensed employees who are eligible for family coverage will be provided with family coverage, with the Board of Education paying the cost according to paragraphs 1 and 2, above.

5. Employee benefits terminate on the last day of any month in which the teacher resigns employment for any reason or is otherwise terminated or separated from employment, subject to available COBRA continuation of benefits rights. This does not apply to employees who complete the contract year with the District **e.g., employee shall remain covered by Board-approved group insurance through the month of August or until the employee obtains alternative coverage, whichever is sooner.** ~~but are either non-renewed or have their contracts suspended pursuant to a reduction in force effective at the end of the current year.~~

6. **In lieu of insurance as described in #4 above, a bargaining unit member who completes the contract year may instead elect to have a one-lump sum contract payout, including deferred compensation, and severance if applicable, and terminate benefits on the last day of the month in which the employee resigned from employment.**

7. **Premium Holidays: During the 2026-2027 ~~and 2027-2028~~ school years, the board will utilize two ~~one (1)~~ (2) premium holidays ~~in each of the school years~~ – the first during the month of November and the second in March. If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s)**.

   The premium holiday previously agreed upon to occur during the 2027-2028 school year has been moved to the 2026-2027 school year. There is no expectation that a premium holiday will occur in the 2027-2028 school year without further written mutual agreement of the parties.

8. **Healthcare Premium (actual premium cost for single and family): During the 2026-2027 school year there will be no increase in the healthcare premium. ~~During the 2027-2028 school year there will be a one percent (1%) increase in the healthcare premium.~~**

B. MEDICAL AND DENTAL INSURANCE PLAN – EMPLOYEE AND DEPENDENTS

(Effective January 1, 2014)

Employees will be offered a choice of two health care plans as indicated by the following chart:

TALLMADGE CITY SCHOOLS

HEALTH INSURANCE PLAN OPTIONS

	BLUE PLAN		GOLD PLAN	
	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
PHYSICIAN BASED SERVICES				
Preventive Care	No Cost	Ded+30%	No Cost	$15 Copay
Primary Care Physician Office Visit	$20 Copay	Ded+30%	$15 Copay	$15 Copay
Specialist Office Visit	$20 Copay	Ded+30%	$15 Copay	$15 Copay
INDEPENDENT X-RAY/LAB SERVICES	No Cost	Ded+30%	No Cost	No Cost
URGENT CARE	$40 Copay	$40 Copay	Ded+10%	Ded+20%
EMERGENCY ROOM	$100 Copay	$100 Copay	Ded+10%	Ded+10%
Facility Based X-Ray/Lab	$1000/$2000	$1250/$2500	$500/$1000	$600/$1200
Outpatient Services	Ded+10%	Ded+30%	Ded+10%	Ded+20%
Inpatient Services	Ded+10%	Ded+30%	Ded+10%	Ded+20%
MAXIMUM OUT OF POCKET	$1000/$2000	$2000/$4000	$600/$1200	$1000/$2000
PRESCRIPTION BENEFITS			RETAIL	MAIL ORDER
Retail Generic	$5 Copay	$10 Copay	$10 Copay	$10 Copay
Retail Preferred Brand	$25 Copay	$50 Copay	$25 Copay	$25 Copay
Retail Non-Preferred Brand	$40 Copay	$80 Copay	$35 Copay	$35 Copay
MAX WELLNESS CREDITS	$1000/Single $2000/Family		$500/Single $1000/Family	

Deductible Dental

Family	$100
Single	$ 50

Mandatory requirement of 'generic' when available and acceptable to physician

Dental co-payment will pay eligible expenses (R & C) at the percentage indicated in the Schedule of Benefits.

Employee Insurance Premium Share

A medical/dental premium share will be assessed as follows:

~~**Effective January 1, 2023**~~

~~Single Coverage~~	~~**15%**~~
~~Family Coverage~~	~~**15%**~~

~~**Effective January 1, 2024**~~

~~Single Coverage~~	~~**15%**~~
~~Family Coverage~~	~~**15%**~~

Effective January 1, 2025

Single Coverage	**15%**
Family Coverage	**15%**

This contribution will be automatically deducted via payroll on a pre-tax basis.

No Section 125 plan administrative costs will be incurred by the employee to withhold this premium share pre-tax.

Open Enrollment will occur every November.

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G. HEALTH INSURANCE COMMITTEE

A Health Insurance Committee composed of no more than five (5) people appointed by the Association President and five (5) people appointed by the Superintendent will be formed to study the Health Benefits Package. The parties recognize the increases in health benefit costs and seek possible ways in which to limit significant costs increases in the future. Any proposed change in the Health Benefits Package shall be presented to the parties for ratification and inclusion in the Contract. The Committee shall choose the Chairperson. The Committee will meet at least two (2) times a year. **The committee will operate under the Interest Based problem solving model and establish/review the ground rules at least annually. Any proposed change in the Health Benefits Package by the Health Insurance Committee shall be presented to the Board and the Union for consideration.**

Any proposed change must be ratified by the parties.

H. COMPREHENSIVE WELLNESS INITIATIVE

~~The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual, encourage modifications of his or her health status, and enhance his or her personal well-being and productivity, with a goal of preventing injury and illness. The program will include the following provisions:~~

~~1. An annual voluntary on-site biometrics screening provided at no cost to the employee. The on-site screening shall provide (but not be limited in application to as determined by the Tallmadge City School District Healthcare Committee) confidential employee information in five (5) key wellness categories.~~

~~1. Health risk assessment~~
~~2. Non-smoker or participation in a smoking cessation program~~
~~3. Low-density Li-protein (LDL)/High-density Li-protein (HDL)- Cholesterol~~
~~4. (BMI) Body-Mass Index~~
~~5. Blood Pressure~~

~~2. Employees who voluntarily participate in the annual on-site biometric screening will also have the opportunity to earn Deductible Credits. Deductible Credits are defined as discounted units to be applied directly against the major medical plan deductible. Each credit shall be worth $80 for single enrollees and $160 for family enrollees. All credits shall be applied against the top of the deductible (i.e., reducing the deductible from $500 to $100 per single and from $1,000 to $200 per family). A maximum of five (5) credit units can be applied in any one calendar year period. Deductible Credits are non-transferable and are only applicable against claims incurred during the same calendar year.~~

~~Deductible Credit shall be awarded for, 1) meeting or exceeding the established biometric target or targeted improvement metrics from the prior year's results. (Deductible Credits for the 2011 calendar year shall be based on scores from the Fall 2010 biometrics screening.) or, 2) by being under a doctor's care for condition. Employees unable to reasonably meet the established improvement metrics or target score due to a physician's documented medical condition or chronic illness will receive the established Deductible Credit when deemed appropriate. (See Appendix K for Wellness Illustration).~~

~~3. It is the intent of the parties that the increase in deductibles is tied to the ability of bargaining unit members to earn credits to buy down the deductibles as stated herein. If bargaining unit members lose the ability to earn credits to buy down the deductibles~~

~~as stated herein, the deductibles (i.e. the program is discontinued, etc.) shall go back to $100 single and $200 family in-network and out-of-network to $200 single and $400 family.~~

~~4. Family members may voluntarily participate in any of the screenings. Their scores shall not be considered in the deductible credits.~~

~~5. The Board shall provide a voluntary benefit alternative plan to District employees and their covered dependents. The Plan shall be known as the Blue Plan and provide services on a modified basis as outlined in section B. Eligible employees may enroll during the District's Annual Open Enrollment window in the Blue Plan at a reduced premium. The premium of the reduced plan shall be determined in advance of open-enrollment by the District's actuaries based on overall healthcare expense and trends within the plan's utilization. The Blue Plan shall incorporate the same provisions of the District's Comprehensive Wellness Initiative as outlined in items #1 - #5 above; however, the value of Deductible Credits shall be $160 for single enrollees and $320 for family enrollees. All other terms and conditions of the Deductible Credits, awards, participation and intent shall remain unchanged.~~

The deductible credit is defined as reducing from $500 to $100 per single and reducing from $1,000 to $200 per family. Deductible Credit will be applied to any employee who voluntarily participated in either an on-site biometric screening or completes a physical examination between the months of June through November. No biometric targets, health risk assessment (online), non-smoker or participation in a smoking cessation program are required to be eligible for the deduction credit.

Should an employee fail to complete a physical examination by the end of November (either on-site or through an outside health care provider), the employee will not be eligible for an credit(s) to reduce the cost of the deductible

ARTICLE X. ABSENCE FROM DUTY AND LEAVES OF ABSENCE

A. NOTIFICATION OF ABSENCE

An employee who is going to be absent shall at the earliest possible time, **submit his/her absence via the District's automated system. Should an employee be unable to submit his/her absence via the District's automated system until on or after 7 a.m. the day of the absence, the employee shall** notify the Principal of his/her building of the absence so that substitute service can be promptly arranged. ~~(Any employee who knows in advance that he/she will be absent for any reason shall give written notice to the Superintendent prior to such absence.) The Superintendent may request evidence of need for such absence.~~ A teacher who ~~is~~ **anticipates being** absent **for consecutive days** shall notify the office of the Building Administrator by 2:00 p.m. each business day he/she is absent to advise the

Administration of his/her status for the following workday.

B. ~~ABSENCE ON SCHOOL BUSINESS~~ PROFESSIONAL LEAVE

Permission to be absent from school for professional purposes without loss of pay ~~shall~~ **may** be granted by the Superintendent of Schools. Such request shall be rendered ~~in writing~~ **via the District's online automated system** ~~to the Superintendent~~ at least two (2) weeks prior to the proposed absence. ~~Written~~ **Electronic** notice of the approval or non-approval will be rendered by the Superintendent to the applicant. ~~Where approval is granted, a copy of such permission and an absentee report card shall be attached to the payroll report and forwarded to the Office of the Treasurer of the Board after the absence. A full written report of the meeting shall be sent to the Office of the Superintendent within one (1) week of the applicant's return to duty.~~

C. UNPAID LEAVES OF ABSENCE

~~Leaves of absence shall not be granted for more than one (1) year or for longer than the remainder of the school year when requests are presented after the school year has begun. However, an additional request for extension of an additional year of leave of absence will be considered.~~ **In accordance with Ohio Revised Code Section 3319.13, a leave of absence without pay or fringe benefits for up to two (2) years may, upon the approval of the Board, be granted to any teacher and shall be granted where illness or other disability is the reason for the request. A request for such leave of absence will be submitted in writing, will state the reason for said leave and will state the anticipated expiration date of the requested leave. If said leave is requested as a result of illness or other disability, said request will be accompanied by a written statement from the member's physician substantiating that an illness or disability exists.**

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F. PERSONAL LEAVE

1. Each teacher shall be entitled to three (3) days of absence, with pay, each school year (non-cumulative**, with the exception of paragraph 10, below**) for purpose of transacting personal business of a nature that cannot be conducted on a weekend, outside the workday, and/or during extended break periods. Personal leave days may be used in ~~one-half (1/2)~~ **quarter (1/4) day** increments.

2. If the date is known, a bargaining unit member must submit notice through the District's electronic reporting system (currently Frontline) at least three (3) workdays in advance of his/her intention to take such leave, unless the leave pertains to one of the seven (7) listed circumstances set forth below in which case the employee must

also submit the completed form for that purpose (Appendix A) at that time.

3. Should the employee fail to submit timely notice, prior approval of the Principal is required except in emergency situations. Emergencies are those situations that cannot reasonably be anticipated. In those emergency situations, when a bargaining unit member is absent for personal reasons, a report of such absence, signed by the bargaining unit member and his/her Principal, shall be filed with the Superintendent or his/her designee on the morning of the bargaining unit member's return. Such report shall contain a certification by the bargaining unit member that his/her absence was not in violation of this provision. Otherwise, in non-emergency circumstances, the employee's prior submitted notice will serve as certification that personal leave is being utilized for the reasons permitted.

4. Authorized use of personal leave shall not include the seeking of or participation in gainful employment nor for the participation or assistance in any strike or strike-related activity within or outside the District.

5. In all non-emergency circumstances, it is the responsibility of the administration to process timely filed applications for response. ~~Failure of the administration to approve or deny the personal leave prior to the date of leave for a timely filed application will result in the administration's inability to deny the leave, assuming such leave is not taken for the unauthorized reasons set forth above.~~ **Administration shall approve or deny a personal leave request made by a bargaining unit member within three (3) school days of such request. If the request is denied, the administrator shall provide in writing the reason(s) for the denial.**

6. The filing of a false statement/notice by a bargaining unit member shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable depending on the circumstances, including, but not limited to, denial of pay for the day taken.

7. Personal Leave on the following days shall be only after the approval of the Superintendent or his/her designee, except in emergency situations when only notification is required:

~~1.~~ **a**. Two (2) days in succession;

~~2.~~ **b.** The school day preceding or following a day (or days) when school is closed for holidays;

~~3.~~ **c.** The first and last weeks of school;

~~4.~~ **d**. Open House days, if Personal Leave prevents attendance at Open House;

~~5.~~ **e.** Parent-Teacher Conference days;

~~6.~~ **f.** Professional Development/Conference Days (includes any days designated for conferences/meetings, teacher work/record days, etc.)

~~7.~~ **g.** On any date wherein the request for leave comes after previously granted Personal Leave exceeds 10% in the teacher's building or 5% on any date in August or May.

8. If the Personal Leave day is to be taken on one of the seven (7) situations listed (first/last week of school, etc.), the employee must obtain prior approval from the Superintendent.

9. The Superintendent may authorize additional paid or unpaid days for justifiable reasons, including religious holidays observed on a school day. The reason for such requests will be stated in writing. There should be no expectation that unpaid days shall be authorized.

10. Any unused ~~special~~ **personal** leave ~~will be added to an employee's accumulated Sick Leave~~ at the end of each school year **may be carried over from one school year to the next; however, no bargaining unit member shall accumulate more than five (5) personal leave days at any time**. **Any unused personal leave days in excess of five (5) will be added to the employee's accumulated Sick Leave at the end of the school year. For purposes of severance, personal days accumulated but unused upon retirement shall be converted to sick days.**.

G. SICK LEAVE

1. Sick Leave shall accumulate on the basis of one and one-quarter (1-1/4*)* days for each complete month of service up to fifteen (15) days per year. The accumulation of Sick Leave shall be unlimited.

2. "Immediate family" in this Contract is defined as parents, grandparents, in-laws, children, sister, brother, husband and wife, or a person living in the same household.

3. ~~Personal Leave may be approved for illness, injury, or death of relatives not in the immediate family at the option of the Superintendent.~~ **The Superintendent may authorize use of sick leave for illness, injury, or death of relatives not in the immediate family for justifiable reason(s). The reason for such requests will be submitted via the District's online automated system; however, there should be no expectation that sick leave and/or unpaid days shall be authorized. Additionally, the employee may request to use sick leave for the purposes of bereavement of a relative subject to the Superintendent's approval as stated herein**.

4. The Administration may require verification of a bargaining unit member's use of sick leave when such leave extends for three (3) or more consecutive workdays.

5. Misuse of sick leave, including but not limited to a documented pattern of use, and/or falsification of the grounds for the use of sick leave shall be grounds for disciplinary action up to and including termination; RC 3319.141.

6. Sick leave may be used in one-eighth (1/8) day increments.

7. Limited Sick Leave Transfer for Catastrophic Illness or Injury

a. When a bargaining unit member has exhausted all of his/her accumulated sick leave (including any request for the District to advance him/her three (3) days in accordance with law) and the member needs additional continuous leave of absence due to his/her own serious/catastrophic health condition or that of an immediate family member (illness or injury) for which he/she **anticipates missing or** has missed at least ten (10) work days, the employee may request that other bargaining unit members transfer some of their accumulated sick leave days to the requesting employee as set forth herein. The maximum amount of transfer days available to a receiving employee may not exceed thirty (30) days in any year and sixty (60) days during the course of the employee's employment with the District. A bargaining unit member may not transfer more than three (3) of their accrued sick leave days in any one (1) year to the requesting employee.

b. Prior to making such a request, the bargaining unit member must have submitted medical certification pursuant to the FMLA. A bargaining unit member may not request or receive a transfer of more sick leave days than his/her medical provider has certified the anticipated length of the employee's absence. A bargaining unit member may not use Sick Leave Transfer to take sick leave during the first ~~eight (8)~~ **six (6)** weeks following the birth of a child **but may participate in the transfer of sick leave after the first six (6) weeks should the bargaining unit member's circumstances qualify.**

c. A bargaining unit member may be eligible to receive transferred sick leave on a non-continuous basis, provided the need for such leave arises from the same qualifying event for which the initial transfer of sick leave was granted.

d. Upon receiving such a request, the Superintendent will communicate the request to the bargaining unit (utilizing the Form set forth in Appendix B) and set a deadline (not less than five (5) work days) by which bargaining unit members must respond if they intend to transfer some of their accrued sick leave days. Any bargaining unit member wishing to transfer leave to the requesting

employee may only transfer as follows : up to three (3) accumulated sick leave days may be transferred. The requesting bargaining unit member shall submit the lower half of Appendix B to the Superintendent.

e. After the deadline, the Superintendent will review the number of sick leave days offered, and will transfer days based upon the order in which the bargaining unit members have submitted their Appendix B, with one day being taken from each employee who has offered a day, until one day has been taken from each person who offered a day first; if additional days are still needed, the administration will go back to the first person who offered more than one day, and take another day from that person and continue to take one day from each person who has offered multiple days until the administration reaches the total number of days requested or the maximum permitted under this provision.

f. If employees offer more days than the bargaining unit member requested or that can be transferred under this provision, the remaining days offered but not transferred pursuant to this paragraph are retained by the employees who initially offered them. Upon receipt of written direction from the Superintendent, the Board Treasurer shall transfer the specified number of sick leave day(s) to the requesting employee and deduct the corresponding number of sick leave days from the transferring employee's sick leave accumulation.

g. Bargaining unit members may not transfer more than three (3) sick leave days per year, and are prohibited from depleting their own sick leave accumulation below thirty (30) days. Bargaining unit members with less than thirty (30) days of accrued sick leave are prohibited from transferring any sick leave days to a requesting employee.

h. If a bargaining unit member receives transferred sick leave pursuant to this section within the first three (3) years of employment with the Board, the bargaining unit member shall commit to remain employed with the Board for two (2) full school years following his/her return to work. In the event the bargaining unit member voluntarily separates from employment with the Board prior to completing the required two (2) full school years, the bargaining unit member shall reimburse the Board for the value of the transferred sick leave received, calculated at the bargaining unit member's per diem rate in effect at the time the transferred sick leave was received.

H. PARENTAL LEAVE

A teacher who is about to become the parent of a newborn, or who is the parent of an infant under one (1) year of age, or who is an adoptive parent may request and be granted a Parental Leave of Absence without pay pursuant to the conditions set forth below, with the exception of paragraphs 3 and 4:

1. ~~a~~. Requests for ~~Maternity~~ **Parental** Leave shall be filed with the Superintendent's Office at least eight (8) weeks prior to the beginning of the requested leave**, unless**

extenuating or emergency circumstances arise.

2. ~~b~~. The leave shall extend through the remainder of the school ~~contract~~ year in which delivery **is expected or custody of a child being adopted is received (or prior to receiving such custody if necessary to fulfill the requirements for adoption),** ~~occurs~~ ~~(~~or for a shorter period agreed upon by the parties~~).~~ **T**he leave shall be extended for an additional school year, if notice is given by the teacher prior to April 1. **If extenuating circumstances occur that prevent the teacher from giving notice prior to April 1, the Superintendent may grant permission**.

3. ~~1.~~ Any teacher who is pregnant may elect to use her accumulated Sick Leave ~~in her period of disability and/or Maternity Leave~~ **during the pregnancy and/or immediately after delivery** ~~without pay~~ **for up to twelve (12) weeks**. **Should the pregnant/delivering teacher need additional leave a**fter ~~six (6)~~ **twelve (12)** weeks ~~of use of Sick Leave after delivery~~, the teacher may be required to submit a doctor's statement verifying the necessity of continued use of Sick Leave due to ~~disability~~ **a qualifying reason(s) or the remaining time on parental leave shall be unpaid**.

~~2. Maternity Leave without pay shall be granted at the request of the teacher. The following conditions shall apply:~~

4. **A non-delivering parent following the birth of a child, or an adoptive parent at the time custody is received (or prior to receiving custody if necessary to fulfill the requirements for adoption) may elect to use accumulated Sick Leave for up to six (6) weeks. Should additional leave beyond six (6) weeks be needed, the teacher may be required to submit a doctor's statement verifying the necessity of continued use of Sick Leave due to a qualifying reason(s) or the remaining time on parental leave shall be unpaid.**

5. ~~c.~~ The Board will return the teacher to a comparable assignment to that held before going on ~~Maternity~~ **Parental** Leave. A returning teacher shall not be entitled to advancement on the salary schedule for the period of the leave**, unless the employee worked one hundred twenty (120) days that school year or remained in paid status for one hundred twenty (120) days while on Parental Leave.** ~~nor shall any~~ Sick Leave **shall not** accrue during ~~that time.~~ **time on Parental Leave that is unpaid.**

~~3. Paternity Leave without pay will be granted at the request of a teacher who has fathered or adopted a child in accordance with the provisions above.~~

6. **Employees on Parental Leave may be eligible for the provisions located in Section L. Family and Medical Leave (FMLA) of this article. An eligible employee may take up to twelve (12) weeks of FMLA Leave in any year for the birth of an employee's child and to care for the child; for the placement of a child with an employee for adoption. To be eligible for FMLA Leave, the employee must have**

worked at least 1,250 hours during the last twelve (12) months, which threshold is presumed to be satisfied by full-time teachers in accordance with Section 825.110(c)(3) of the Act. Normally, Sick Leave and FMLA Leave shall run concurrently for a qualifying event. However, once during his/her career at Tallmadge, at the employee's option, an employee may utilize FMLA Leave without Sick Leave being applied concurrently for a qualifying event.

I. ~~ADOPTIVE LEAVE~~

~~The granting of unpaid Adoptive Leave shall be governed by the same provisions as found in Section H (Parental Leave), above.~~

I.~~J.~~ ASSAULT LEAVE

Subject to the approval of the Superintendent, an employee may be granted Assault Leave in the event that said employee is absent due to physical disability resulting from an assault that occurs in the course of Board employment. In no event shall Assault Leave extend beyond thirty (30) **calendar** days except in unusual circumstances.

An application for Assault Leave shall be on prescribed forms supplied by the Administration and shall be signed by the employee and, if applicable, the licensed physician of the employee.

Assault Leave granted under this policy by the Superintendent shall not be charged against Sick Leave earned or leave granted under other policies adopted by the Board of Education.

To qualify for Assault Leave, in addition to the items set forth above, the employee must file claim with the Bureau of Workers' Compensation. All medical payments shall be applied for through the Bureau of Workers' Compensation. If Workers' Compensation benefits are granted, the amount of these benefits shall be subtracted from the Assault Leave benefits (per diem rate of pay) paid by the Board of Education.

If any employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, Assault Leave benefit shall end on the effective date of his/her retirement.

J. ~~K.~~ PROFESSIONAL MEETINGS/VISITATION

Professional Meeting/Visitation day(s) may be scheduled for a staff member to attend professional meeting(s) appropriate to his/her area(s) of responsibilities. All requests must receive prior approval by the appropriate Building Administrator/Supervisor and/or the Superintendent of Schools.

K.~~L.~~ FAMILY AND MEDICAL LEAVE

1. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions and regulations of the Family and Medical Leave Act of 1993 and all amendments. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. 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 his/her rights under the Act as provided by law.

2. Eligibility

   a. An eligible employee may take up to twelve (12) weeks of FMLA Leave in any year for one (1) or more of the following circumstances:

      (1) the birth of an employee's child and to care for the child;

      (2) the placement of a child with an employee for adoption or foster care;

      (3) to care for the spouse, child, or parent of an employee when that family member has a serious health condition;

      (4) the employee's own serious health condition; and

      (5) any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

   b. To be eligible for FMLA Leave, the employee must have worked at least 1,250 hours during the last twelve (12) months**,** which threshold is presumed to be satisfied by full-time teachers in accordance with Section 825.110(c)(3) of the Act.

   c. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.

3. Usage

   a. The employee shall give the Board thirty (30) days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as practicable. The employee's notice shall specify Family Leave, using Appendix F.
   b. Normally, Sick Leave and FMLA Leave shall run concurrently for a qualifying

event. However, once during his/her career at Tallmadge, at the employee's option, an employee may utilize FMLA Leave without Sick Leave being applied concurrently for a qualifying event.

c. Leave may be taken intermittently in accordance with the law.

d. Medical certification and/or "fitness for duty" certification may be required in accordance with the law and its regulations.

e. Leaves near the conclusion of a semester will be addressed in accordance with the law and its regulations.

4. Protection of Employment

a. The Board shall return the employee taking a leave under this Section to the same or equivalent position he/she occupied prior to the leave.

b. The taking of a leave under this Section shall not result in the loss of any employment benefits accrued prior to the date the leave commenced.

5. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this Article. Failure to make any timely payments of the employee's contribution to any benefits will result in discontinuation of the benefits.

6. ~~Year~~

~~For purposes of Family Leave benefits, "year" shall be defined as July 1 through June 30.~~

6. ~~7.~~ Board Policy

This provision shall prevail over conflicting provisions within Board Policy.

L. ~~M.~~ JURY DUTY/COURT LEAVE

1. Any teacher who is required to be absent from duty to perform jury service during his/her scheduled work period will suffer no loss of pay for such duty, contingent upon appropriate verification to the Treasurer that such service was rendered by the teacher. A teacher receiving notice to appear for jury duty shall notify the Superintendent as far in advance of the absence as possible, utilizing the personal leave form.

9. If a teacher is subpoenaed by the Board to serve as a witness in a court action, or if a teacher is subpoenaed as a witness in an action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). This leave will not be granted to a teacher filing suit against the Board, or against one or more of its employees. A member of the bargaining unit receiving a subpoena shall notify the Superintendent as far in advance as possible utilizing the personal leave form.

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ARTICLE XI. REDUCTION IN FORCE

When, by reason of decreased enrollment of pupils (in grade level, subject area, or as a result of a change in course offerings), demonstrable financial reason, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. For purposes of this Article, in any school year wherein the Board takes action to reduce the force, any teacher who is granted tenure in that same school year will be provided with all of the protections of this Article regardless of the date of the RIF action.

A. ATTRITION

Attrition: The need for a reduction in force and suspensions of contracts in whole or in part may be eliminated or reduced by not replacing teachers leaving the employment of the Board due to resignation, retirement or approved leaves of absence.

B. PROCEDURE FOR REDUCTION

When the suspension of contracts under this Section becomes necessary, the Superintendent shall discuss this matter with the Association President at least two (2) weeks prior to Board action to suspend.

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

Comparability for OTES and OSCES members will be determined in relation to the effectiveness ratings set forth in Ohio Revised Code Sections 3319.111, 3319.112 and 3319.113. **Non-OTES members' comparability will be determined in relation to the effectiveness ratings in the same manner as OTES and OSCES members.**

Within each group of continuing and limited contract personnel, no preference for seniority shall be given upon reduction in force or recall except when making a decision between teachers with comparable evaluations. "Comparable" ratings will be based on a three (3) year weighted total and determined as follows:

(1) The rating scale for comparable evaluations shall be determined by a numerical scale based upon a three (3) year weighted total using the ~~teacher's~~ **bargaining unit members** most recent evaluations.

(2) Points for each evaluation rating shall be awarded based upon the following scale:

(a) Accomplished = 4 points

(b) Skilled = 3 points

(c) Developing = 2 points

(d) Ineffective = 1 points

The sum of the ratings over three (3) years shall be applied to the following scale to determine a ~~teacher's~~ **bargaining unit members** effectiveness rating:

Accomplished = 11-12 points

Skilled = 8-10 points

Developing = 5-7 points

Ineffective= 1-4 points

Example: Where a ~~teacher~~ **bargaining unit member** is rated Accomplished for two (2) years and Skilled for one (1) year, the categories to which the teacher would be assigned for comparable evaluations would be computed as follows:

Accomplished (4) + Accomplished (4) + Skilled (3) =

4 + 4 + 3 = 11

Thus, this ~~teacher~~ **bargaining unit member** would be rated "Accomplished" for determining comparable evaluations.

(3) If only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by the number 1.5 to determine the comparable category.

Example: A ~~teacher~~ **bargaining unit member** with two (2) years of evaluations with both evaluation ratings as "Developing." The comparable category for this teacher would be computed as follows:

Developing (2) = Developing (2) = 4

4 x 1.5 = 6

*Rounded up to the nearest whole number. Thus, this ~~teacher~~ **bargaining unit member** would be rated "Developing".

(4) If only one (1) evaluation is available, the evaluation would be tripled.

Example: A first year ~~teacher~~ **bargaining unit member** has a rating of "Skilled", the comparable category would be computed as follows:

Skilled (3) x (3)=9 Thus, this ~~teacher~~ **bargaining unit member** would be rated as "Skilled."

(5) If ~~an employee~~ **bargaining unit member** does not have an evaluation rating in one or more years due to being in an "off year" cycle as a result of scoring either "Skilled" or "Accomplished", the ~~employee's~~ **bargaining unit member** score from the previous year that put ~~him/her~~ **them** into an "off year" cycle shall be used—doubled or tripled—to determine the overall rating.

When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit ~~employees~~ **members**:

1. If reductions are necessary, limited contract ~~teachers~~ **bargaining unit members** shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

   a. Comparable evaluations.

   b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract ~~teacher~~ **bargaining unit member** in the affected teaching field the first to be suspended.

2. Should the necessary reduction of staff required exceed the number of limited

contract ~~teachers~~ **bargaining unit member** in the affected field, continuing contract ~~teachers~~ **bargaining unit members** may be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

a. Comparable evaluations

b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract ~~teacher~~ **bargaining unit member** in the affected teaching field the first to be suspended.

3. When choosing between ~~teachers~~ **bargaining unit members** with comparable evaluations, if the position of a ~~teacher~~ **bargaining unit member** in one "~~teaching~~ field affected" is eliminated due to reduction in force, and the ~~teacher~~ **bargaining unit member** in that position is also certified/licensed in another ~~teaching~~ field or fields, the ~~teacher~~ **bargaining unit member** may move to the seniority list of any other area of ~~his/her~~ their certification/licensure as long as the ~~teacher~~ **bargaining unit member** reduced is displacing a ~~teacher~~ **bargaining unit member** with a comparable evaluation. The least senior ~~teacher~~ **bargaining unit member** in that area of certification/licensure will then be the ~~teacher~~ **bargaining unit member** whose contract is suspended.

4. If the ~~teacher~~ **bargaining unit member** in this second area of certification/licensure is also certified/licensed in another ~~teaching~~ field, that ~~teacher~~ **bargaining unit member** shall then have the same option stated above. The process shall continue until all available bumping rights are exhausted.

10. If the full-time position of a ~~teacher~~ **bargaining unit member** is eliminated due to RIF, and a part-time position in that same ~~teaching~~ field is available, the ~~teacher~~ **bargaining unit member** whose full-time position is eliminated may elect to accept the part-time position but is not required to do so in order to remain on the recall list. In the event a full-time position subsequently becomes available in that ~~teacher's~~ **bargaining unit member's** area of certification/licensure, the ~~teacher~~ **bargaining unit member** who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior ~~teacher~~ **bargaining unit member**, in the affected field, on the recall list so long as the decision to fill the full-time position is made as between ~~teachers~~ **bargaining unit members** with comparable evaluations. Under these circumstances, if there is a more senior **bargaining unit member** in the recall in the affected field than the part-time ~~teacher~~ **bargaining unit member**, the most senior of the two shall receive the full-time position. The other ~~teacher~~ **bargaining unit member** in that ~~teaching~~ field shall be offered the part-time position, if available.

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ARTICLE XII. ADDITIONAL PROVISIONS

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F. TUTORS

Full time tutors shall **be employed under a full-time teacher contract assigned as a Tutor and** have the rights of the Negotiated Agreement except as amended herein:

1. Contracts: ~~Each tutor shall be hired under a tutor contract.~~ Tutors shall be granted contracts as follows:

   One (1) year limited contract -- upon initial employment.
   One (1) year limited contract -- upon reemployment for second year.
   One (1) year limited contract -- upon reemployment for a third year.
   Two (2) year limited contract -- all subsequent contracts shall be for two (2) years.

~~2. Leaves~~

~~Sick Leave: If the tutor's limited contract is not suspended due to a reduction in force or non-renewed, the tutor may accumulate sick leave over the summer. Tutors shall have a right to sick leave accumulation of one and one-quarter (1.25) days per month for each employee who is scheduled for four (4) or more hours of work per day. For employees who are scheduled for less than four (4) hours per day, the employee shall accumulate sick leave at .625 per month. Paid sick leave shall be either fifteen (15) days per year or seven and one-half (7 1/2) days per year for tutors who work the entire program year. The accumulation of sick leave shall be unlimited~~.

~~Other: Tutors shall be entitled to parental leave, adoption leave, military leave, assault leave, professional leave and personal leave. Tutors shall be entitled to Family Medical Leave, if eligible.~~

3. ~~Lunch/Planning: Tutors who work for four (4) to six (6) hours per day shall have a thirty (30) minute paid lunch. Tutors who work six (6) hours or more shall have at least one hundred (100) minutes of planning time per week.~~

2.4. Evaluation: Tutors shall be evaluated using the ~~Teacher Appraisal Plan~~ **OTES process and forms as found in Appendix <insert letter>. Areas assessed utilizing the OTES forms must be applicable to the tutor's job description**. **Areas not applicable will be marked N/A on the OTES forms.** ~~The plan of appraisal includes classroom observations, general observations, and principal/teacher conferences. The schedule of assessments shall be the same as that applied to limited contract teachers, unless the tutor is placed on the Intensive Cycle. The mechanics of the evaluation~~

~~shall follow those described in the Teacher Appraisal Plan. The applicable parts of the Staff Assessment Form will be used in the evaluation of the tutor.~~

5. Nonrenewal: It is the intention of the parties that the Board shall not have to follow the evaluation and nonrenewal procedures provided for teachers under Ohio Revised Code Sections 3319.11 and 3319.111. Notice of nonrenewal will be provided on or before ~~April 30~~ **June 1**. A tutor whose limited contract is non-renewed may challenge the nonrenewal on procedural grounds only. Tutors may challenge nonrenewal only through the grievance procedure.

6. Reduction In Force: When, by reason of decreased student population in need of tutoring, demonstrable financial reason, return to duty of regular tutor after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board of Education decides that it will be necessary to reduce the number of tutors, it may make a reasonable reduction.

   Tutors shall be included on a separate Seniority List for purposes of Reduction In Force. Seniority shall be accrued for tutors on hours worked against seven and one-half (7 1/2) hours per day. Tutors whose contracts are suspended because of a Reduction In Force will be notified on or before July 1 and placed on a Recall List for fifteen (15) months. **The comparability procedure for Reduction in Force in Article XI will be utilized to determine the order of contract suspensions. When comparability is equal, Tutor seniority will be used to determine the tutor to be reduced.**

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7. ~~Insurance: The Board of Education shall provide seventy-five percent (75%) of the cost of Hospitalization, Surgical, Major Medical, Dental and Vision Insurance to all tutors who work twenty-five (25) or more hours per week and fifty percent (50%) of the cost of Hospitalization, Surgical, Major Medical, Dental and Vision Insurance to all tutors who work less than twenty-five (25) hours per week.~~

8. Wages: The base rate for tutors shall be ~~eighty percent (80%) of the teachers' prorated hourly~~ base rate as applied to the index below.

0-2 Yrs	3-5 Yrs	6-11 Yrs	12-19 Yrs	20+ Yrs
1	1.05	1.1	1.15	1.2

***

H. Support Services (Speech and Language Pathologists (SLP), School Psychologists)

Support services employees will work with administration and regular classroom

educators to develop a schedule that resents the most optimal time to pull identified students to provide services. The SLPs and the Director of Student Services will explore and evaluate the rules and procedures for Medicare billing to potentially reduce the billing workload. Additionally, School Nurses will conduct all required hearing assessments.

The district agrees to post all part-time support services positions in the district. If the district is unable to fill the position with a qualified candidate, the district may secure these services through the Educational Service Center. However, part-time support services shall be posted when initial need is identified and annually thereafter.

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ARTICLE XIV. EVALUATION/NON-RENEWAL/TENURE

A. OTES/OSCES

For OTES teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in Appendix "~~C~~" **<insert letter>**, which has been mutually developed by the parties. For school counselors, the District will utilize the Standards-Based School Counselor System (OSCES) and procedures set forth in Appendix "~~C~~" **<insert letter>.** All matters contained within these Systems shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the Board's Standards-Based Teacher Evaluation System/Standards-Based School Counselor System must be bargained prior to implementation in accordance with law.

B. TALLMADGE EVALUATION COMMITTEE

The Tallmadge Evaluation Committee (TEC) will continue to provide additional stakeholder input relative to the development and subsequent revision of that Board policy in addition to making recommendations to the Board and Association for approval to changes to this Article for OTES/OSCES and Non-OTES/OSCES teachers as the law/frameworks evolve. The parties agree that the TEC will be reconvened to recommend changes to this Article and related Appendices as soon as practical after the changes to the evaluation system(s) have been approved by ODE**W**.

1. Composition
   The Committee shall be comprised of seven (7) bargaining unit members appointed by the Association President and three (3) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from

the elementary, middle and high school as well as special education and the arts.

2. Operational Procedures

   a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.

   b. Members of the Committee must be OTES/**OSCES** trained prior to beginning their work.

   c. The Committee will develop the ground rules by which the Committee will operate.

   d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.

   e. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.

   f. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

      ~~During the 2020-2021 contract year, the committee will address implementation of OTES 2.0 in advance of the 2021-2022 contract year.~~

3. Compensation
   Any Committee work required outside of the work day will be paid at the curriculum rate per hour as approved by the Committee co-chairs. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

4. Secretarial Support
   The Board will provide necessary clerical support and assistance to the Committee.

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

C. ~~FORWARD –~~ EVALUATION PROCEDURE FOR NON-OTES/OSCES MEMBERS

The Tallmadge City School District places much importance upon the selection, orientation, development and retention of competent staff members. Consequently, when a ~~teacher~~ **bargaining unit member** is initially employed, a judgment has been made which expresses confidence in the ~~candidate's~~ **bargaining unit members** current level of competence, as well as potential for a commitment to professional growth. There is

considerable validity to this confidence as ~~teachers~~ **bargaining unit members** are successful in the position for which they have been hired or assigned. However, it would be unrealistic to assume that all ~~teachers~~ **bargaining unit members** will be successful, or that there would never be an instance of a once effective ~~teacher~~ **bargaining unit member** becoming ~~unsatisfactory~~ **ineffective**. For this reason, there must be a systematic approach to supervision and assessment in order to assist ~~teachers~~ **bargaining unit members** in their professional ~~grown~~ **growth** and to support judgments about contracts.

It shall be the responsibility of each ~~Principal~~ **assigned evaluator** to discuss this evaluation program at a faculty meeting prior to September 20. At this time, the evaluation program should be reviewed and explained and each ~~teacher~~ **bargaining unit member** informed as to which cycle ~~he/she~~ **they** will be placed in for the respective year.

Individual ~~teachers~~ **bargaining unit members**, new or experienced, should feel free to consult their ~~Principal~~ **assigned evaluator** concerning the evaluation program at any time.

D. PURPOSE – NON-OTES/~~OSCES~~

The primary purposes of this evaluation program are:

1. To provide opportunities for individual staff members to develop and improve their ~~teaching~~ skills and job performance by providing a systematic review of performance; and

2. Through evaluation, to maintain a quality educational program.

Reasons for evaluation:

1. The evaluation system should allow for the development of a professional working relationship between the ~~teacher~~ **bargaining unit member** and the evaluator.

2. The evaluation system must maintain and attempt to enhance ~~a program of quality instruction~~ **the level of excellence in programming**.

3. The evaluation system should provide for improved performance in the areas of responsibility.

4. The evaluation system will provide an assessment for the ~~educator~~ **bargaining unit member** of ~~his/her~~ **their** progress in ~~his/her~~ **their** areas of responsibility.

5. The use of the evaluation instruments should be flexible enough to meet the needs of all ~~classroom educator~~ **bargaining unit member**, regardless of assignment. **Evaluation instruments will be recommended by the TEC and must be bargained prior to implementation.**

6. Established standards of effective performance should be easily understood by evaluator and evaluate. The degree to which a ~~classroom educator~~ **bargaining unit member** meets the standards will determine future contractual status.

~~E. INTRODUCTION – NON-OTES/OSCES~~

~~The following forms will be used as a guide for the appraisal of Non-OTES teachers in the Tallmadge Schools:~~

~~Staff Assessment Form~~	~~Plan of Assistance~~
~~1 copy – Central Office~~	~~1 copy – Central Office~~
~~1 copy – Teacher~~	~~1 copy – Teacher~~
~~1 copy – Principal~~	~~1 copy – Principal~~

~~The purpose of appraisal is the improvement of instruction. Constructive criticism will be given, when needed, with a program for improvement.~~

~~The plan of appraisal includes the following:~~

~~1. Classroom observations~~

~~2. General observations~~

~~3. Principal-Teacher Conferences for a cooperative assessment of the teacher's performance, to plan for needed improvement and to commend the teacher for creditable work.~~

~~F. PROCEDURE – NON-OTES/OSCES~~

~~1. SCHEDULE FOR ASSESSMENTS~~

~~In September, each Non-OTES/OSCES teacher will be placed by the Central Office in one (1) of the following evaluation cycles:~~

~~a. ALL LIMITED CONTRACT TEACHERS~~
~~First Semester One (1) assessment completed before January 15.~~
~~Second Semester One (1) assessment completed by April 1 [one (1) assessment conducted and completed between the first day of the second semester and the first day of April].~~

~~b. TENURE APPLICANTS~~
~~Three (3) assessments completed by April 1 [two (2) by Building Principal and one (1) by Superintendent or his/her designee]. Tenure applicants must notify~~

the Building Principal in writing, with a copy to the Superintendent, by September 15 of the school year.

c. TENURED TEACHERS

One (1) assessment completed by May 15 every year (assessment schedule established by Central Office and forwarded to building).

d. INTENSIVE CYCLE

Four (4) assessments completed by April 1 [three (3) by Building Principal and one (1) by Superintendent or his/her designee)].

NOTE: Non-OTES/OSCES teachers that are identified by the Administration as having problems may be taken off their present cycle and placed on Intensive Cycle IV at any time.

For purposes of classroom assignments, Principals, Assistant Principals and Central Office personnel may be utilized. The numbers of assessments indicated in the above schedule are minimums only. The Administration may exceed these numbers at their discretion.

G. MECHANICS OF THE EVALUATION – NON-OTES/OSCES TEACHERS

1. Each formal classroom observation will be followed by a conference. The assessment is then completed or modified per the schedule. This becomes part of the teacher's personnel record. A conference should follow the observation as closely as possible.

2. Teacher performance outside the formal classroom observation will have a bearing on assessment. Whether favorable or unfavorable, the information should be included on the Assessment Form.

3. The teacher should approach the evaluation with confidence and should expect specific help in improving instruction. The conference is to be based on a positive, constructive and professional approach focused upon good instruction. If there are deficiencies, or substandard performance is noted on the Assessment Form, then a program and time lines for assistance shall be developed by the evaluator. Depending on the nature and severity of the deficiencies, the program can be included on the Assessment Form or it can be communicated to the evaluatee with the Plan of Assistance Form.

4. If an assessment is questioned, or if unfavorable, either the teacher or the Principal may request a review of the assessment by the Superintendent or his/her designee. Documents, other than Observation and Assessment Forms, that are determined to have become irrelevant, may be destroyed.

5. The teacher's signature does not necessarily indicate agreement with the assessment but only that all phases of the evaluation have been completed with the knowledge of the teacher.
6. The evaluation process will not include a consideration of the "ODE value added" report.

H. TEACHER EVALUATION – NON-OTES/OSCES TEACHERS – MISCELLANEOUS

1. All teachers shall be notified as to the evaluation procedures to be followed, on or before October 1 of each school year. Such notification for teachers new to the District shall include copies of forms and procedures to be used. All other teachers will be given forms, upon request.

2. Any change in the evaluation procedure used the previous year shall be distributed by October 1 to all teachers.

3. Forms and the mutually developed criteria for the evaluation process are set forth in Appendix R.

8. The Board of Education shall evaluate in compliance with the evaluation procedures provided for in the Tallmadge City Schools' Teacher Appraisal Plan adopted September 18, 2013.

For the 2026 – 2027 School year, each team (SLP/School Psychologist) shall meet to research and develop a pilot evaluation system for the non-OTES/OSCES bargaining unit members. By May of 2027, the respective team will make a recommendation to the negotiation teams. Any revisions to the non-OTES/OSCES evaluation System must be bargained prior to implementation.

SLP/School Psychologist Team(s)

- **The Speech Language Pathologist (SLP) and School Psychologists on the Team shall include all the SLPs and School Psychologists in the district unless otherwise indicated by the Association Leadership.**

- **The team(s) shall meet at least once per month, during the workday, to review the implementation of a SLP/School Psychologist evaluation system, address concerns and questions of participants, and develop recommendations to share with district and association leadership. Department meetings where evaluation is discussed applies to this provision.**

- **All participants on the team(s) shall be released, without loss of pay or use of other leaves, to fully participate in the team.**

- **The team(s) shall seek resources such as SLP evaluation rubrics and School Psychologist evaluation rubrics from professional organizations as well as other school districts and associations.**

Application

- **All bargaining unit members who are required to be evaluated during the 2026-2027 school year shall participate in the SLP/School Psychologist Pilot.**

- **The participants in the SLP/School Psychologist Pilot shall mutually agree to utilize a performance rubric specific to the work of a SLP/School Psychologist.**

- **The participants in the SLP/School Psychologist pilot performance assessments shall be documented and supported by objective evidence based solely on the evidence demonstrated in various forms provided by the SLP/School Psychologist, on the formal observations and walkthroughs set forth in this agreement.**

- **The participants in the SLP/School Psychologist pilot shall develop a Professional Growth Plan (PGP). A PGP is a personalized, annual development plan designed to assist SLP/School Psychologists enhance their professional practice and student outcomes. The PGP must align with building or district improvement plans. PGPs require the SLP/School Psychologist to identify a measurable goal related to student outcomes or professional growth. SMART goals are the model used for PGPs. SMART goals are an objective-setting framework used to boost success by making objectives clear, actionable, and trackable. The acronym stands for Specific, Measurable, Achievable, Relevant, and Time-bound.**
    - **Accomplished SLP/School Psychologist: Create a self-directed PGP.**
    - **Skilled SLP/School Psychologist: Develop PGPs collaboratively with their evaluator.**
    - **Developing SLP/School Psychologist: Formulate PGPs guided by the evaluator.**
- **Less Frequent evaluation cycle: SLP/School Psychologist with an Accomplished rating are evaluated every three (3) years, and those with a Skilled rating every two (2) years, contingent on them showing progress on their annual goals. SLP/School Psychologist will be provided with at least one (1) informal observation and post-conference in any year that such SLP/School Psychologist is not formally evaluated.**

- **The participants in the SLP/School Psychologist pilot shall mutually agree on the concepts of an appropriate observation and where the observation will be conducted.**

- **The participants in the SLP/School Psychologist pilot will explore the appropriateness of the concept of a walkthrough.**

- **SLP evaluation ratings shall align with OTES and OSCES ratings of accomplished, skilled, developing, and ineffective.**

Observations

- **The assigned evaluator shall perform two (2) formal observations for each participant in the Pilot. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first (1st) formal observation shall be a holistic observation completed no later than the end of the first semester. The second (2nd) formal observation conducted during the second (2nd) semester shall be a focused observation completed no later than May 1.**

- **The assigned evaluator shall perform a minimum of three (3) formal observations during the school year if the board wishes to declare its intention not to re-employ a speech language pathologist or school psychologist under Ohio Rev. Code § 3319.11. The observation schedule shall comply as outlined above and the third (3rd) formal observation shall occur not less than fifteen (15) working days following the second post-observation conference. The third (3rd) formal observation shall be completed no later than May 1. The final summative evaluation shall be completed by May 10.**

- **A pre-observation conference to discuss the focus of the observation and expectations shall occur between the assigned evaluator, the SLP/school psychologist, and association representative (if applicable) not less than ten (10) working days prior to each formal observation.**

- **A post-observation conference shall be held after first (1st) formal observation. The post-observation conference shall take place not more than ten (10) working days following the first formal observation. The assigned evaluator and the SLP/school psychologist shall collaboratively decide on one (1) focus area, which will become the focus of the second formal observation. Additional post-observation conferences will provide the SLP/School Psychologists and the assigned evaluator an opportunity to discuss the observation notes and determine progress and/or growth in the identified focus area. SLP/School Psychologist shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the SLP/school psychologist's professional growth or improvement plan.**

- **After completion of the holistic observation, identified focus areas, which may include area(s) of relative strength and/or area(s) targeted for improvement will be developed in accordance with the following:**

    - **A SLP/school psychologist with a rating of Accomplished (from the previous year) will select their focus area(s)**
    - **A SLP/school psychologist with a rating of Skilled (from the previous year) will select focus area(s) in collaboration with their evaluator**
    - **A SLP/school psychologist with a rating of Developing (from the previous year) will be guided by their evaluator in determining the focus area(s).**
    - **A SLP/school psychologist with a rating of Ineffective (from the previous year) will have focus area(s) selected by their evaluator.**
    - **A SLP/school psychologist new to the profession will select focus area(s) in collaboration with their evaluator.**

- **SLP/school psychologists shall not receive a formal observation on a day before or after any break of more than three (3) days.**

- **The evaluator shall provide the SLP with copies of all written and electronic documentation including, but not limited to, notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.**

Informal Observations/Walkthrough Procedure

- **A walkthrough is an informal observation that focuses on one (1) but not more than two (2) of the specific areas identified in the holistic observation as related to a performance rubric resulting in brief written note(s) and/or a summary.**

- **Walkthroughs may be announced or unannounced and should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.**

- **The walkthrough shall be at least fifteen (15) consecutive minutes, but not more than thirty (30) consecutive minutes in duration.**

- **No more than two (2) walkthroughs shall be conducted in each evaluation cycle. A SLP/School Psychologist may request additional walkthroughs. These requested walkthroughs shall be scheduled at a mutually agreed upon time between the SLP/School Psychologist and evaluator.**

- **Written feedback from a walkthrough shall be provided to the bargaining unit member after the walkthrough. The bargaining unit member and/or administrator may request a face-to-face meeting to discuss the observation relative to the identified focus of the walkthrough.**

- **Walkthroughs shall not unreasonably disrupt and/or interrupt the work/services being provided.**

- **Data and evidence from the walkthroughs will inform the final evaluation.**

General

- **Comparable evaluations shall be defined as a summative evaluation rating of accomplished, skilled, or developing for the purpose of a reduction in force.**

- **A SLP/School Psychologist who receives an ineffective rating shall collaboratively revise their PGP or develop a professional improvement plan. The improvement plan shall be mutually developed between the bargaining unit member and their evaluator. The goal of the duration of an improvement plan is to have enough time to demonstrate growth in the identified areas. The improvement plan shall include specific performance expectations and metrics, noting resources and assistance to be provided. The District will provide for the allocation of financial resources and, as necessary, release time to support professional**

development for any bargaining unit member on an Improvement Plan. The bargaining unit member may be assigned a mentor to assist in professional growth and development.

- **A SLPs/School Psychologist shall be entitled to association representation at any conference held during this procedure. The evaluator shall notify the SLP/School Psychologist of this right prior to scheduling any conference regarding this evaluation process.**

- **Any bargaining unit member applying for tenure must have three (3) formal evaluations completed, two (2) by building principal/designated supervisor and one (1) by Superintendent or his designee; applicants must notify the Building Principal in writing, with a copy to the Superintendent, by September 15th of the school year.**

- **Evaluations will be completed by May 1st and each bargaining unit member will be provided a written report of the results of his/her evaluation by May 10th. Written notice of non-renewal will be provided by June 1st.**

- **The SLP/School Psychologist Pilot team shall provide recommendations to the parties regarding the SLP evaluation process and system no later than May 30, 2027.**

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APPENDIX C
Pages 1-11

STANDARDS-BASED TEACHER EVALUATION

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Definitions

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

The Superintendent, Treasurer, and any other "administrator" as defined by O. R.C. 3319.02 are not subject to evaluation under this policy. This evaluation system does not apply to substitute teachers, ~~guidance counselors~~, or paraprofessional staff.

***

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

"Evaluation Instruments" - refers to the forms used by the teacher's evaluator. These forms, developed by the ODE**W**, are located in the Appendix to this policy and include the "Teacher Performance Evaluation Rubric".

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"High-Quality Student Data" – refers to quantitative information, derived from instruments rigorously reviewed and approved locally by the Tallmadge Teacher Evaluation Committee (TEC), which provides evidence of student learning that can be directly attributed to the teacher being evaluated. If a teacher has a value-added measure, the teacher must use this measure as one of the two required sources of HQSD. Instruments may be ODE**W**-approved vendor assessments or locally determined assessments.

***

The Tallmadge City School District will utilize OhioES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually cause to be filed a report to the Ohio Department of Education **and Workforce** (ODE**W**) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE**W**'s guidelines for reporting this information.

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FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

Schedule of Evaluation

All instructors who meet the definition of "teacher" under O.R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year. Unless mutually agreed upon by his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for renewal/non-renewal shall receive at least three **(3)** formal observations in addition to periodic classroom walkthroughs.

***

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education **and Workforce**'s OTES 2.0 "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Each teacher evaluated under this policy ~~shall~~ **may** annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool, which will guide the development of the PGP and may be used as evidence in planning for instruction, etc., in the post-conference.

Additional Criteria for Performance Assessment

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

Teacher instructional performance assessments shall be based solely on the evidence demonstrated in various forms provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement. **Such evidence shall be documented and uploaded into the Ohio ES system.**

All monitoring or observation of performance assessments shall be documented and supported by objective evidence.

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

Formal Observation Procedure

Overview:

The evaluation of a teacher on a formal cycle shall include submission of a Professional Growth Plan (PGP), a pre-observation conference, a holistic observation in the fall of at least **thirty** 30 minutes, followed by a post-conference in which the educator and evaluator will mutually agree upon an area of growth to serve as the focus of future walkthroughs and the final focused evaluation in the spring, followed by a summative conference.

Process:

A minimum of two (2) formal observations shall be conducted:

The first formal observation will be a holistic observation, ~~in the fall~~ **completed by the end of first (1st) semester**, wherein the evaluator shall assess all areas of the rubric demonstrated during the observation, as well as give consideration to the information gained from any pre-observation conference or other resources provided by the teacher.

After completion of the holistic observation, identified focus areas, which may include area(s) of relative strength and/or area(s) targeted for improvement, will be developed in accordance with the following:

- A teacher with a final evaluation rating of Accomplished (from the previous year) will select his/her own focus area(s).
- A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator.
- A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s).
- A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator.
- A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator.

The second, and any subsequent, formal observation(s) ~~in the spring~~ **during second (2nd) semester** will be a focused observation in which the evaluator assesses growth and/or development in an identified focus area(s).

Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least ~~two~~ **three (3)** weeks between formal ~~non-continuous~~ observations unless otherwise agreed to by the teacher. Efforts will be made by evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations. Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days.

Observation Conferences

The first formal, holistic, observation shall be preceded by a pre-observation conference between the evaluator and the teacher within ten (10) working days of the scheduled observation. At the pre-

observation conference, teachers shall provide evidence for the classroom situation to be observed. The pre-observation conference may be waived at the discretion of the teacher.

The post-conference, ~~which should follow~~ within ten (10) working days of the first formal observation, will provide the teacher and ~~his/her~~ **their** evaluator an opportunity to discuss the observations notes and collaboratively decide on one (1) focus area, which will become the focus of the second formal observation; the teacher, in consultation with ~~his/her~~ **their** evaluator, may revise or amend the teacher's PGP at this time, or at any time deemed appropriate in during this evaluation cycle.

The post-conference following the second formal, or any subsequent, observation(s) will provide the teacher and ~~his/her~~ **their** evaluator an opportunity to discuss the observations notes and determine progress and/or growth in the identified focus area.

Informal Observations/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric. Evaluators may collect evidence, but are not limited to evidence, in any identified focus area(s).

Walkthroughs may be announced or unannounced and should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough. Typically, a walkthrough shall consist of at least fifteen (15) consecutive minutes but not more than thirty (30) consecutive minutes in duration. **No more that two (2) walkthroughs shall be conducted. A teacher may request additional walkthroughs. These requested walkthroughs shall be scheduled at a mutually agreed upon time between the teacher and evaluator.**

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Written Feedback from a walkthrough shall be provided to the teacher after the walkthrough. The teacher and/or administrator may request a face-to-face meeting to discuss the observation relative to the identified focus of the walkthrough.

Data **and evidence** gathered from the walkthrough will inform the final evaluation **and be documented in the OhioES system**.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan, which must include two goals, or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is "Accomplished" on ~~his/her~~ **their** most recent evaluation will develop and submit a professional growth plan and may request ~~his/her~~ their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is “Skilled” will develop a professional growth plan collaboratively with ~~his/her~~ **their** credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "Developing" will develop a professional growth plan guided by ~~his/her~~ **their** assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "Ineffective" will collaboratively revise their PGP or develop a professional improvement plan ~~by~~ with their assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

G. Components of an Improvement Plan should include:

- Professional indicators documented as ~~unsatisfactory~~ **deficient** through the formal evaluation process.

- Specific performance expectations, noting resources and assistance to be provided. . **The improvement plan shall be mutually developed between the bargaining unit member and their evaluator. The goal of the duration of an improvement plan is to have enough time to demonstrate growth in the identified areas. The improvement plan shall include specific performance expectations and metrics, noting resources and assistance to be provided.**

- A timeline for the completion of the Improvement Plan that provides reasonably sufficient time and duration as to allow the teacher to improve performance to a satisfactory level.

- **A teacher placed on an improvement plan may be assigned peer support.**

The District will provide for the allocation of financial resources and, as necessary, release time to support professional development for any educator on an Improvement Plan and ensure that a mentor teacher is assigned to assist in professional growth and development.

H. In the event that a teacher and evaluator cannot agree on the evaluator’s expectations for any required revision to the PGP or the development of an improvement plan, the teacher may request an employee of the District facilitate further discussion between the teacher and the evaluator.

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APPENDIX D

School Counselors Evaluation System

EVALUATION OF SCHOOL COUNSELORS – BOARD POLICY

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Evaluation Time Line

Counselors on a limited contract who are under consideration for renewal/nonrenewal shall receive three formal observations in addition to periodic informal observations. **School** Counselors will be provided with a written report of the evaluation results. Observations will only occur when a counselor is engaged in activities which are not confidential in nature.

School counselor with a continuing contract who receive an effectiveness rating of Accomplished on the counselor's most recent evaluations maybe evaluated once every three years as long as the counselor receives a score of Skilled or higher on all student outcome metrics. School counselors with a continuing contract who receive an effectiveness rating of Skilled on the counselors' most recent evaluations may be evaluated once every two years as long as the counselor receives a score of Skilled or higher on all student outcome metrics. The evaluator will conduct at least one observation and one conference with the counselor in any year a formal evaluation will not take place.

The Superintendent/designee may elect not to conduct an evaluation in the following circumstances:

1. The school counselor is on leave for fifty percent (50%) or more of the school year; or
2. A **school** counselor submits a written notice of retirement and the Board accepts the retirement by December 1.

Professional Growth and Improvement Plans

School counselors with a final summative rating of Accomplished must develop a professional growth plan.

School counselors with a final summative rating of Skilled must develop a professional growth plan collaboratively with their evaluator.

School counselors with a final summative rating of Developing must develop a professional growth plans with **guided by** their evaluator. ~~The Superintendent/designee approves the professional growth plan.~~

School counselors with a final summative rating of Ineffective must **collaboratively** develop an improvement plan with their evaluator. ~~The Superintendent/designee approves the improvement plan.~~

The District has discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Retention and Promotion

The Board uses evaluation results for retention and promotion decisions for school counselors beginning with the 2017-2018 school year in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement with the TTA.

Poorly Performing Counselors

The Board uses evaluation results for removing poorly performing **school** counselors beginning with the 2017-2018 school year. The removal of poorly performing counselors shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement in effect between the Board and the Tallmadge Teachers Association.

Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the SBOE's evaluation framework.

[Adoption date: September 21, 2016]

LEGAL REFS.: ORC 3319.113; 3319.61; 3302.03;Chapter 4117; OAC 3301-35-05

CROSS REFS.: AF, Commitment to Accomplishment; GBL, Personnel Records; GCB, Certificated Staff Contracts and Compensation Plans; CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF SCHOOL COUNSELORS – PROCEDURAL GUIDELINES

The following procedures shall make up the new counselor evaluation system:

A. Counselors who are licensed in accordance with OAC 3301-24-05 and who perform the duties of a school counselor encompassed by the areas of the state-approved evaluation rubric are subject to the following evaluation system. ~~This new evaluation system does not apply to substitute teachers or instructors or adult education.~~

B. One **(1)** evaluation must be completed for every **school** counselor every year unless a **school** counselor has been rated "Accomplished" or "Skilled" in the most recent cycle. In that case, s/he may be evaluated every third year and every other year, respectively as long as the student metric remains Skilled or higher.

C. Evaluations of staff under this system must be completed by an administrator in the District who is under contract with the board pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code, who has completed the required training. A counselor's evaluator shall be the counselor's assigned evaluator

D. The evaluation of a **school** counselor consists of a pre-observation conference, no more than ten (10) school days prior to each observation, two (2) at least thirty (30) minute observations and a post-conference within at least ten (10) school days following each observation, informal observations and a final written report. All observations must be scheduled, and the **school** counselor will be notified as to time and date of the

observations. The first **(1st)** observation cycle which consists of at least one **(1)** formal and one **(1)** or more informal observations must be completed not later than ~~January 20th~~ **the first (1st) semester. The second (2nd) observation which consists of at least one (1) formal and one (1) informal observation must be completed by May 1st.**

E. The evaluation must be completed by May 1st, and a written copy of the evaluation results must be provided to the **school** counselor by May 10th.

F. Any **school** counselor being considered for non-renewal must be observed three (3) times before May 1st following the procedures regarding pre and post observations and their timelines, and a written copy of the evaluation results must be provided to the **school** counselor by May 10th. If the Superintendent recommends contract non-renewal, the counselor shall be given written notice in accordance with Article 14 at least seven (7) calendar days prior to any official Board action. Notice of non-renewal must be delivered to the ~~teacher~~ **school counselor** not later than June 1st.~~G~~. Counselors shall be designated as Accomplished, Skilled, Developing or Ineffective.

H. Counselor performance is based on the rubric attached.

I. The OSCES forms as of July, 2017 will be incorporated by reference into the contract and will not be changed without mutual agreement.

J. ~~Informal observations~~ **Walkthroughs** are a part of the evaluation process. ~~Informal observations~~ **Walkthroughs** are informal visits lasting **at least fifteen (15) minutes but** less than 30 minutes.

K. A **school** counselor may take one (1) representative to any and all conferences in this procedure.

L. Professional Growth Plans and Improvement Plans

School counselors with a final summative rating of Accomplished must develop a professional growth plan.

School counselors with a final summative rating of Skilled must develop a professional growth plan collaboratively with their evaluator.

School counselors with a final summative rating of Developing must develop a professional growth plans ~~with~~ **guided by** their evaluator. ~~The Superintendent/designee approves the professional growth plan.~~

School counselors with a final summative rating of Ineffective must develop an improvement plan **collaboratively** with their evaluator. ~~The Superintendent/designee approves the improvement plan.~~ **The improvement plan shall be mutually developed between the bargaining unit member and their administrator. The goal of the duration of an improvement plan is to have enough time to demonstrate growth in the identified areas. The improvement plan shall include specific performance expectations and metrics, noting resources and assistance to be provided.**

~~Counselors that receive a rating of "Ineffective" on any standard or on the final summative rating shall develop an improvement Plan.~~

~~1. If a recommendation for an improvement plan occurs and is documented between February 10th and April 10th of the school year, the plan shall be continued into the next school year.~~

2. The evaluator, together with the **school** counselor, will formulate the improvement plan.

   The improvement plan, as outlined in this document, details:

   a. Specific performance expectations, resources and assistance to be provided.

   b. The district will provide for the allocation of financial resources to support professional development for staff on an improvement plan.

   c. Timelines for its completion.

   d. Professional indicators documented as unsatisfactory through the formal evaluation process.

   e. Reasonably sufficient time and duration, as to allow the teacher to improve performance to a satisfactory level.

3. Not later than May 10th of the school year, the evaluator of record will complete a final evaluation report, and meet with and provide a copy of it to the counselor. If the final report indicates the **school** counselor meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the **school** counselor be returned to a non-improvement plan status.

4. In implementing such evaluation system and procedures, the District shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel, and no evaluation information shall be collected by electronic devices without the consent of the licensed personnel.

5. In the event that the **school** counselor and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the **school** counselor may request an employee of the District to facilitate further discussion between the **school** counselor and the evaluator.

M. <u>Metrics of Student Outcomes</u>

Each School counselor shall determine ~~his/her~~ **their** metric of student outcome in collaboration with ~~his/her~~ **their** evaluator when writing the **school** counselor's professional growth or improvement plan. Any disputes will be submitted to the Tallmadge Evaluation Committee (TEC) for consensus resolution. Should consensus not be achieved following review by TEC, the Superintendent will determine the outcome.

APPENDIX E
Effective August 15, 2022

Effective Date:	August 15, 2022
% Base Increase	2.00%
Starting Salary:	40,285

Years Exp	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
0	40,285	41,494	42,702	43,306	43,911	44,314	44,716
1	42,299	43,629	44,958	45,683	46,408	46,932	47,456
2	44,314	45,764	47,214	48,060	48,906	49,551	50,195
3	46,328	47,899	49,470	50,437	51,404	52,169	52,934
4	48,342	50,034	51,726	52,814	53,901	54,788	55,674
5	50,356	52,169	53,982	55,190	56,399	57,406	58,413
6	52,371	54,304	56,238	57,567	58,897	60,025	61,153
7	54,385	56,439	58,494	59,944	61,394	62,643	63,892
8	56,399	58,574	60,750	62,321	63,892	65,262	66,631
9	58,413	60,709	63,006	64,698	66,390	67,880	69,371
10	60,428	62,845	65,262	67,075	68,887	70,499	72,110
11	62,442	64,980	67,518	69,451	71,385	73,117	74,850
12	64,456	67,115	69,774	71,828	73,883	75,736	77,589
13	66,470	69,250	72,030	74,205	76,380	78,354	80,328
14	66,470	69,250	72,030	74,205	76,380	78,354	80,328
15	68,485	71,385	74,286	76,582	78,878	80,973	83,068
16	68,485	71,385	74,286	76,582	78,878	80,973	83,068
17	68,485	71,385	74,286	76,582	78,878	80,973	83,068
18	70,499	73,520	76,542	78,959	81,376	83,591	85,807
19	70,499	73,520	76,542	78,959	81,376	83,591	85,807
20	70,499	73,520	76,542	78,959	81,376	83,591	85,807
21	70,499	73,520	76,542	78,959	81,376	83,591	85,807
22	70,499	73,520	76,542	78,959	81,376	83,591	85,807
23	72,513	75,655	78,797	81,335	83,873	86,210	88,546
24	72,513	75,655	78,797	81,335	83,873	86,210	88,546
25	72,513	75,655	78,797	81,335	83,873	86,210	88,546
26	72,513	75,655	78,797	81,335	83,873	86,210	88,546
27	74,527	77,790	81,053	83,712	86,371	88,828	91,286
28	74,527	77,790	81,053	83,712	86,371	88,828	91,286
29	74,527	77,790	81,053	83,712	86,371	88,828	91,286
30	76,542	79,925	83,309	86,089	88,869	91,447	94,025
31	76,542	79,925	83,309	86,089	88,869	91,447	94,025
32	76,542	79,925	83,309	86,089	88,869	91,447	94,025
33	76,542	79,925	83,309	86,089	88,869	91,447	94,025
34	76,542	79,925	83,309	86,089	88,869	91,447	94,025
35	76,542	79,925	83,309	86,089	88,869	91,447	94,025
36	76,542	79,925	83,309	86,089	88,869	91,447	94,025

~~37~~	~~76,542~~	~~79,925~~	~~83,309~~	~~86,089~~	~~88,869~~	~~91,447~~	~~94,025~~
~~38~~	~~76,542~~	~~79,925~~	~~83,309~~	~~86,089~~	~~88,869~~	~~91,447~~	~~94,025~~
~~39~~	~~76,542~~	~~79,925~~	~~83,309~~	~~86,089~~	~~88,869~~	~~91,447~~	~~94,025~~
~~40~~	~~76,542~~	~~79,925~~	~~83,309~~	~~86,089~~	~~88,869~~	~~91,447~~	~~94,025~~

~~EFFECTIVE AUGUST 15, 2023~~

~~Effective Date:~~	~~August 15, 2023~~
~~% Base Increase~~	~~2.00%~~
~~Starting Salary:~~	~~41,091~~

~~Years Exp~~	~~BA~~	~~BA+15~~	~~BA+30~~	~~BA+45~~	~~MA~~	~~MA+15~~	~~MA+30~~
~~0~~	~~41,091~~	~~42,324~~	~~43,556~~	~~44,173~~	~~44,789~~	~~45,200~~	~~45,611~~
~~1~~	~~43,146~~	~~44,502~~	~~45,858~~	~~46,597~~	~~47,337~~	~~47,871~~	~~48,405~~
~~2~~	~~45,200~~	~~46,679~~	~~48,159~~	~~49,022~~	~~49,884~~	~~50,542~~	~~51,199~~
~~3~~	~~47,255~~	~~48,857~~	~~50,460~~	~~51,446~~	~~52,432~~	~~53,213~~	~~53,994~~
~~4~~	~~49,309~~	~~51,035~~	~~52,761~~	~~53,870~~	~~54,980~~	~~55,884~~	~~56,788~~
~~5~~	~~51,364~~	~~53,213~~	~~55,062~~	~~56,295~~	~~57,527~~	~~58,555~~	~~59,582~~
~~6~~	~~53,418~~	~~55,391~~	~~57,363~~	~~58,719~~	~~60,075~~	~~61,226~~	~~62,376~~
~~7~~	~~55,473~~	~~57,568~~	~~59,664~~	~~61,143~~	~~62,623~~	~~63,897~~	~~65,170~~
~~8~~	~~57,527~~	~~59,746~~	~~61,965~~	~~63,568~~	~~65,170~~	~~66,567~~	~~67,965~~
~~9~~	~~59,582~~	~~61,924~~	~~64,266~~	~~65,992~~	~~67,718~~	~~69,238~~	~~70,759~~
~~10~~	~~61,637~~	~~64,102~~	~~66,567~~	~~68,417~~	~~70,266~~	~~71,909~~	~~73,553~~
~~11~~	~~63,691~~	~~66,280~~	~~68,869~~	~~70,841~~	~~72,813~~	~~74,580~~	~~76,347~~
~~12~~	~~65,746~~	~~68,458~~	~~71,170~~	~~73,265~~	~~75,361~~	~~77,251~~	~~79,141~~
~~13~~	~~67,800~~	~~70,635~~	~~73,471~~	~~75,690~~	~~77,909~~	~~79,922~~	~~81,935~~
~~14~~	~~67,800~~	~~70,635~~	~~73,471~~	~~75,690~~	~~77,909~~	~~79,922~~	~~81,935~~
~~15~~	~~69,855~~	~~72,813~~	~~75,772~~	~~78,114~~	~~80,456~~	~~82,593~~	~~84,730~~
~~16~~	~~69,855~~	~~72,813~~	~~75,772~~	~~78,114~~	~~80,456~~	~~82,593~~	~~84,730~~
~~17~~	~~69,855~~	~~72,813~~	~~75,772~~	~~78,114~~	~~80,456~~	~~82,593~~	~~84,730~~
~~18~~	~~71,909~~	~~74,991~~	~~78,073~~	~~80,538~~	~~83,004~~	~~85,264~~	~~87,524~~
~~19~~	~~71,909~~	~~74,991~~	~~78,073~~	~~80,538~~	~~83,004~~	~~85,264~~	~~87,524~~
~~20~~	~~71,909~~	~~74,991~~	~~78,073~~	~~80,538~~	~~83,004~~	~~85,264~~	~~87,524~~
~~21~~	~~71,909~~	~~74,991~~	~~78,073~~	~~80,538~~	~~83,004~~	~~85,264~~	~~87,524~~
~~22~~	~~71,909~~	~~74,991~~	~~78,073~~	~~80,538~~	~~83,004~~	~~85,264~~	~~87,524~~
~~23~~	~~73,964~~	~~77,169~~	~~80,374~~	~~82,963~~	~~85,551~~	~~87,935~~	~~90,318~~
~~24~~	~~73,964~~	~~77,169~~	~~80,374~~	~~82,963~~	~~85,551~~	~~87,935~~	~~90,318~~
~~25~~	~~73,964~~	~~77,169~~	~~80,374~~	~~82,963~~	~~85,551~~	~~87,935~~	~~90,318~~
~~26~~	~~73,964~~	~~77,169~~	~~80,374~~	~~82,963~~	~~85,551~~	~~87,935~~	~~90,318~~
~~27~~	~~76,018~~	~~79,347~~	~~82,675~~	~~85,387~~	~~88,099~~	~~90,606~~	~~93,112~~
~~28~~	~~76,018~~	~~79,347~~	~~82,675~~	~~85,387~~	~~88,099~~	~~90,606~~	~~93,112~~
~~29~~	~~76,018~~	~~79,347~~	~~82,675~~	~~85,387~~	~~88,099~~	~~90,606~~	~~93,112~~
~~30~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~
~~31~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~
~~32~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~
~~33~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~
~~34~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~
~~35~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~
~~36~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~
~~37~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~

~~38~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~
~~39~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~
~~40~~	~~78,073~~	~~81,525~~	~~84,976~~	~~87,811~~	~~90,647~~	~~93,277~~	~~95,906~~

~~EFFECTIVE AUGUST 15, 2024~~

~~Effective Date: August 15, 2024~~
~~% Base Increase 2.00%~~
~~Starting Salary: 41,913~~

~~Years Exp~~	~~BA~~	~~BA+15~~	~~BA+30~~	~~BA+45~~	~~MA~~	~~MA+15~~	~~MA+30~~
~~0~~	~~41,913~~	~~43,170~~	~~44,428~~	~~45,056~~	~~45,685~~	~~46,104~~	~~46,523~~
~~1~~	~~44,009~~	~~45,392~~	~~46,775~~	~~47,529~~	~~48,284~~	~~48,829~~	~~49,374~~
~~2~~	~~46,104~~	~~47,613~~	~~49,122~~	~~50,002~~	~~50,882~~	~~51,553~~	~~52,224~~
~~3~~	~~48,200~~	~~49,835~~	~~51,469~~	~~52,475~~	~~53,481~~	~~54,277~~	~~55,074~~
~~4~~	~~50,296~~	~~52,056~~	~~53,816~~	~~54,948~~	~~56,080~~	~~57,002~~	~~57,924~~
~~5~~	~~52,391~~	~~54,277~~	~~56,163~~	~~57,421~~	~~58,678~~	~~59,726~~	~~60,774~~
~~6~~	~~54,487~~	~~56,499~~	~~58,511~~	~~59,894~~	~~61,277~~	~~62,450~~	~~63,624~~
~~7~~	~~56,583~~	~~58,720~~	~~60,858~~	~~62,367~~	~~63,875~~	~~65,175~~	~~66,474~~
~~8~~	~~58,678~~	~~60,942~~	~~63,205~~	~~64,839~~	~~66,474~~	~~67,899~~	~~69,324~~
~~9~~	~~60,774~~	~~63,163~~	~~65,552~~	~~67,312~~	~~69,073~~	~~70,623~~	~~72,174~~
~~10~~	~~62,870~~	~~65,384~~	~~67,899~~	~~69,785~~	~~71,671~~	~~73,348~~	~~75,024~~
~~11~~	~~64,965~~	~~67,606~~	~~70,246~~	~~72,258~~	~~74,270~~	~~76,072~~	~~77,874~~
~~12~~	~~67,061~~	~~69,827~~	~~72,593~~	~~74,731~~	~~76,868~~	~~78,796~~	~~80,724~~
~~13~~	~~69,156~~	~~72,048~~	~~74,940~~	~~77,204~~	~~79,467~~	~~81,521~~	~~83,575~~
~~14~~	~~69,156~~	~~72,048~~	~~74,940~~	~~77,204~~	~~79,467~~	~~81,521~~	~~83,575~~
~~15~~	~~71,252~~	~~74,270~~	~~77,288~~	~~79,677~~	~~82,066~~	~~84,245~~	~~86,425~~
~~16~~	~~71,252~~	~~74,270~~	~~77,288~~	~~79,677~~	~~82,066~~	~~84,245~~	~~86,425~~
~~17~~	~~71,252~~	~~74,270~~	~~77,288~~	~~79,677~~	~~82,066~~	~~84,245~~	~~86,425~~
~~18~~	~~73,348~~	~~76,491~~	~~79,635~~	~~82,149~~	~~84,664~~	~~86,969~~	~~89,275~~
~~19~~	~~73,348~~	~~76,491~~	~~79,635~~	~~82,149~~	~~84,664~~	~~86,969~~	~~89,275~~
~~20~~	~~73,348~~	~~76,491~~	~~79,635~~	~~82,149~~	~~84,664~~	~~86,969~~	~~89,275~~
~~21~~	~~73,348~~	~~76,491~~	~~79,635~~	~~82,149~~	~~84,664~~	~~86,969~~	~~89,275~~
~~22~~	~~73,348~~	~~76,491~~	~~79,635~~	~~82,149~~	~~84,664~~	~~86,969~~	~~89,275~~
~~23~~	~~75,443~~	~~78,713~~	~~81,982~~	~~84,622~~	~~87,263~~	~~89,694~~	~~92,125~~
~~24~~	~~75,443~~	~~78,713~~	~~81,982~~	~~84,622~~	~~87,263~~	~~89,694~~	~~92,125~~
~~25~~	~~75,443~~	~~78,713~~	~~81,982~~	~~84,622~~	~~87,263~~	~~89,694~~	~~92,125~~
~~26~~	~~75,443~~	~~78,713~~	~~81,982~~	~~84,622~~	~~87,263~~	~~89,694~~	~~92,125~~
~~27~~	~~77,539~~	~~80,934~~	~~84,329~~	~~87,095~~	~~89,861~~	~~92,418~~	~~94,975~~
~~28~~	~~77,539~~	~~80,934~~	~~84,329~~	~~87,095~~	~~89,861~~	~~92,418~~	~~94,975~~
~~29~~	~~77,539~~	~~80,934~~	~~84,329~~	~~87,095~~	~~89,861~~	~~92,418~~	~~94,975~~
~~30~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~
~~31~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~
~~32~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~
~~33~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~
~~34~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~
~~35~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~
~~36~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~
~~37~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~

~~38~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~
~~39~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~
~~40~~	~~79,635~~	~~83,155~~	~~86,676~~	~~89,568~~	~~92,460~~	~~95,143~~	~~97,825~~

Salary Schedule for the ~~2025-26~~ **2026-27** School Year	**BA**	**BA+15**	**BA+30**	**BA+45**	**MA**	**MA+15**	**MA+30**
Step							
0	42,856	44,142	45,427	46,070	46,713	47,142	47,570
1	44,999	46,413	47,827	48,599	49,370	49,927	50,484
2	47,142	48,684	50,227	51,127	52,027	52,713	53,399
3	49,284	50,956	52,627	53,656	54,684	55,499	56,313
4	51,427	53,227	55,027	56,184	57,341	58,284	59,227
5	53,570	55,499	57,427	58,713	59,998	61,070	62,141
6	55,713	57,770	59,827	61,241	62,655	63,855	65,055
7	57,856	60,041	62,227	63,770	65,313	66,641	67,970
8	59,998	62,313	64,627	66,298	67,970	69,427	70,884
9	62,141	64,584	67,027	68,827	70,627	72,212	73,798
10	64,284	66,855	69,427	71,355	73,284	74,998	76,712
11	66,427	69,127	71,827	73,884	75,941	77,784	79,626
12	68,570	71,398	74,227	76,412	78,598	80,569	82,541
13	70,712	73,669	76,627	78,941	81,255	83,355	85,455
14	70,712	73,669	76,627	78,941	81,255	83,355	85,455
15	72,855	75,941	79,026	81,469	83,912	86,141	88,369
16	72,855	75,941	79,026	81,469	83,912	86,141	88,369
17	72,855	75,941	79,026	81,469	83,912	86,141	88,369
18	74,998	78,212	81,426	83,998	86,569	88,926	91,283
19	74,998	78,212	81,426	83,998	86,569	88,926	91,283
20	74,998	78,212	81,426	83,998	86,569	88,926	91,283
21	74,998	78,212	81,426	83,998	86,569	88,926	91,283
22	74,998	78,212	81,426	83,998	86,569	88,926	91,283
23	77,141	80,484	83,826	86,526	89,226	91,712	94,197
24	77,141	80,484	83,826	86,526	89,226	91,712	94,197
25	77,141	80,484	83,826	86,526	89,226	91,712	94,197
26	77,141	80,484	83,826	86,526	89,226	91,712	94,197
27	79,284	82,755	86,226	89,055	91,883	94,497	97,112
28	79,284	82,755	86,226	89,055	91,883	94,497	97,112
29	79,284	82,755	86,226	89,055	91,883	94,497	97,112
30	81,426	85,026	88,626	91,583	94,540	97,283	100,026

***

APPENDIX P

Consensus Statement

During successor contract negotiations for the 2022-2025 Agreement and the 2025-2026 Memorandum of Understanding contract extension, the parties utilized an interest-based process as a platform for reaching resolution of the issues presented for bargaining. The parties openly and candidly addressed legitimate and complicated concerns relating to educator workload and balance, opportunities for educator collaboration, instructional practice planning time and professional development. While contract language was revised on a number of items, there was also consensus that under the conditions existing at the time of these negotiations, certain of these concerns did not presently lend themselves to purely contractual solutions.

As we discussed providing adequate and effective time to meet the needs of students, we agreed that having opportunities for deep engagement with collegial peers was extremely important to the success of our students.

Educators thrive when provided with opportunities for deep engagement in what truly matters to them. These opportunities involve creating spaces for educators to delve into their subjects and content. Allowing educators dedicated time to plan and implement professional development (PD) is crucial because it transforms theoretical learning into actionable classroom strategies, directly improving student outcomes. Without dedicated time, new techniques are rarely implemented, leading to wasted effort and initiative fatigue.

Key reasons for prioritizing planning time to reflect on and implement learnings from PD:

- **<u>Ensures Effective Implementation</u>: Educators need dedicated time to process and integrate new information. Without it, they cannot effectively adapt new innovative methods to their specific classroom contexts, often abandoning new strategies. Additionally, allowing educators to choose projects aligned with their passions and professional growth goals empowers teachers to take ownership of their learning and encourages them to explore areas they are genuinely enthusiastic about.**
- **<u>Enhances Student Achievement</u>: Research indicates that intensive, ongoing professional development—when properly implemented—can boost student achievement.**
- **<u>Allows for Collaboration and Coaching</u>: Time allows educators to work with peers or coaches to analyze data gathered from lessons, student assessments, debriefs on projects and to design, refine, and reflect on new lessons.**
- **<u>Reduces Burnout and Boosts Morale</u>: Providing time to learn and plan shows that administration values educator professionalism, which increases job satisfaction**

and reduces frustration.

To address some of the interests shared in negotiations, administrators and the TES BLT will work collaboratively to schedule an appropriate time to enter grades into an electronic grade system where the system will remain open and align with the instructional practice days. Additionally, at the first TES BLT meeting, the TES BLT will study the student dismissal times and provide a recommendation by the fall of 2026. The goal to determining student dismissal times is to gain more instructional minutes at TES.

FOR THE BOARD	FOR THE ASSOCIATION
_____	_____
Superintendent and/or Designee	Tallmadge Teachers' Association President

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APPENDIX Q

Letter of Intent

During negotiations of the successor agreement to the 2022 – 2025 agreement and the 2025 – 2026 MOU rollover agreement, the parties engaged in discussions regarding class size. Per the 2022-2025 Consensus Agreement, the parties continued to discuss, study, and monitor student enrollment and available space at each building. Data showed a continued increase in student enrollment to the district. While several accommodations have been made at the elementary school, space and student enrollment at the elementary school remains an issue. Student enrollment at the high school has declined due to students choosing to attend CCP classes or Career Technical opportunities off site. Additionally, the TTA presented data and information regarding the class size, workload, and facility space for the STEM program at the elementary school. Students in grades K – 5 attend STEM classes. Class size for each class reaches 50 students. This class size resulted in students being split in half where one set of students received instruction from the STEM teacher and the other set received instruction from a paraprofessional.

The following solutions were agreed upon during the 2026 IBB negotiations and subsequent meeting of the bargaining teams:

During the 2026 – 2027 school year, TTA and administration will collaboratively develop a plan to move 5th grade to the middle school and 8th grade to the high school. ~~This move will be complete for the 2027 – 2028 school year.~~ The District will provide an opportunity for internal stakeholders through a planning committee to participate in the planning regarding changes to grade-level and/or building configurations. The TTA President will work with the TTA executive committee to identify individuals interested in the planning committee. The TTA President and the Superintendent will meet with a facilitator to work to determine to the process and select individuals to participate on the planning committee.

The District and the TTA recognize that any movement of grade levels between buildings is a significant matter that should be considered thoughtfully and deliberately. At its initial meeting, the planning committee will establish the scope of the proposed move and the factors to be considered in evaluating potential grade-level and/or building configurations. Such factors may include, but are not limited to, student and building capacity, staffing, transportation, facilities, scheduling, financial implications, and the impact on students and families, staff, and building operations.

To address the STEM program issues, the master schedule at the elementary will reflect an alternative plan for students to attend STEM classes. The TES BLT will provide recommendations to the negotiation teams for consideration by May of 2027. The schedule may reflect but not limited to a teacher schedule that includes either students in grades 3 – 5 receive STEM instruction or students in grades k – 2 receive STEM instruction. STEM

may be combined with a library block. The resulting master schedule will ensure that the STEM instructor will not have student roster that reflects the assignment made during the 2025-26 school year (double the student load of any other individual specials teacher). Additionally, the STEM program will be assigned a room that will accommodate the program and student needs.

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In response to financial constraints, the Board is considering a potential mid-year suspension of supplemental contracts through a reduction in force.

Prior to the Superintendent making a recommendation to the Board, the Board invites the TTA negotiations team to collaborate with the District regarding reductions in supplemental contracts. The parties will meet no later than the end of September to identify the supplemental positions that may be affected.

Following this collaborative process, the Superintendent will make a recommendation to the Board for its consideration and action.

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Ohio Teacher Evaluation System | **Assessment of Teacher Performance**

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

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APPENDIX ~~Q~~ S

Ohio School Counselor Evaluation System | **Assessment of School Counselor Performance**

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

05/18/2016

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