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AGREEMENT

BETWEEN

THE IRONTON CITY SCHOOLS BOARD OF EDUCATION

AND

THE IRONTON EDUCATION ASSOCIATION

June 30, 2013 thru June 29, 2015

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ARTICLE 1: RECOGNITION

A. The Ironton City Board of Education, hereinafter referred to as the "Board", recognizes the Ironton Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for the bargaining unit as defined in paragraph B.

B. The Association shall be recognized as the exclusive representative of all full-time and part-time certificated personnel including teachers, Title I teachers, school nurses, guidance counselors, speech therapists, and librarians.

Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s).

C. Excluded from the bargaining unit shall be all other employees of the Ironton City Schools, including supervisory, management, confidential, seasonal and casual employees as defined in Section 4117.01 of the Ohio Revised Code, secretaries and teacher aides.

D. Full-Time and Part-Time Certificated Personnel.

1. "Full-Time" certificated personnel shall be those who work the full schedule of hours as defined in Article 22 for a minimum of one hundred and twenty (120) work days or more in a work year. This shall not include any hours worked as substitute teachers.

2. "Part-Time" certificated personnel shall be those who work less than the full schedule of hours as defined in Article 22 and/or less than the minimal standard of one hundred and twenty (120) work days.

ARTICLE 2: ASSOCIATION RIGHTS

A. Recognition of the Association as the sole and exclusive representative shall confer upon the Association certain exclusive rights during the term of this Agreement or any written extension thereof.

B. The Agenda, and non-confidential attachments to said agenda relative to pending Board Actions and approved minutes of the Board shall be made available to the Association President at the close of the work day on the day of their distribution to Board members. The Association President shall, if time allows, be informed of any agenda changes or additions made on the day of the Board meeting. If changes or additions are made on the day of the Board meeting, those materials shall be made available to the Association President or his/her designee upon arrival at the Board meeting.

C. The Treasurer of the Board shall, upon request of the President of the Association, provide a copy of each of the following documents approved or received by the Board and/or Treasurer. Documents shall include:

1. Amended Certificates of Estimated Resources;
2. Each year's Temporary and Permanent Appropriations Resolutions;
3. The names and assignment of staff members;
4. Yearly SM-1 and Quarterly SM-2's;
5. Monthly Financial Statement of Receipts and Expenditures;
6. Each month's Cash Position Report.

D. The Association shall be permitted to use one (1) specifically designated bulletin board in each school for communicating with bargaining unit members. The bulletin board shall be designated by the Principal of

each school, but shall be in an area frequented by bargaining unit members. The Association agrees not to post any derogatory material on the bulletin board provided for its exclusive use.

E. To facilitate communication between the bargaining unit members, the Association shall have the opportunity to use the teacher mailboxes to disseminate routine information to its members. It shall be the responsibility of the Association to distribute its materials to the members, and this shall not interfere with teaching time or other assigned duties of any bargaining unit members. The use of the district's email system by the Association shall be governed by the Acceptable Use Policy as contained in Appendix E of this contract.

F. Visitation by IEA Representatives.

1. Whenever possible all visits to the school by a representative(s) of the IEA shall be arranged in advance.

2. Visits by the IEA President or representative(s) shall not interfere with a bargaining unit member or bargaining unit member's teaching duties and such visits normally will be scheduled after normal school hours.

2. The IEA President and/or representative(s) shall report to the front office of the school upon arrival

3. Visits by the IEA President and/or representative(s) with bargaining unit members shall only be held in an area to be designated by the building Principal. The Principal shall provide a private area ordinarily free of interruptions.

G. The Association may be granted use of school facilitates at no cost for regular business meetings, not to include strike organizational meetings. Association meetings may not interfere with regular scheduled activities.

H. The Association President or his/her designee may be recognized by the Superintendent to address the Board for a specified period of time relative to any agenda item. The Association may be placed on the agenda for any Board meeting upon the request of the Association to the Superintendent. The request must be at least four (4) days prior to the scheduled meeting, to enable the Superintendent to comply with Board policy on distribution of agendas.

I. The Association may be permitted reasonable use of school telephones, copier machines, and audio-visual equipment provided they are not being used or are not required for any school business or activity. Supplies or fees for such use shall be provided or paid by the Association.

J. Maintenance of Association Membership.

Although it is agreed that union membership is not a mandatory condition of employment, for any employee covered by this Agreement, any employee covered by this agreement prior to signing of this agreement who is currently a member of the bargaining unit, shall continue to pay to the Association dues or fees regularly charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein).

An employee hired after the signing of this contract and covered by this Agreement (as provided in Article 1: Recognition) who, after completing thirty (30) calendar days of employment shall be subject to the continued membership language above.

K. Grandfathering-in Provision.

Any employee that was not a member of the Association prior to July 1, 2000 shall be exempted from the membership provisions as identified above. If an employee, who is not currently a dues-paying member of

the bargaining unit, decides to join the Association, that employee shall then be required to follow the provisions of this Article as it relates to payment of dues/fair share fee.

L. The Association shall comply with all federal laws, state laws, and court decisions as they relate to notification of fair share fee determinations, procedures to protest, and notification requirements.

M. Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, it shall declare the employee exempt from becoming a member of or financially supporting the Association. The employee shall be required, in lieu of such fair share fee, to pay an amount of money equal to such fair share fee to a nonreligious charitable fund mutually agreed upon by the employee and the Association.

N. The Employer shall be relieved from making such deductions upon an employee's:

1. Termination of employment;
2. Transfer to a job other than one covered by the bargaining unit;
3. Layoff from work; and
4. An unpaid leave of absence or when the employee's paycheck amount is one in which a deduction could not be made.

O. The Association shall indemnify and save Management harmless against all claims, demands, suits or other forms of liability that may arise out of or by reason by any action taken by Management to comply with this Article and the Association's Maintenance of Membership/Fair Share Fee provisions, calculations and notification procedures.

ARTICLE 3: MANAGEMENT PREROGATIVES OF THE BOARD

A. Except as specifically limited by the terms and provisions of this Agreement, the Board, the Superintendent and the Principals shall retain all rights, powers and authorities vested in them prior to the date of this Agreement.

B. The rights, powers, authorities mentioned in the above shall include but shall not be confined to the following;

1. The right to manage and control the schools, to determine matters of inherent managerial policy, to determine all locations for school facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the school system, the right to determine all schedules of events, schedules of working hours, assignments of employees, and the right to establish and maintain and amend occupational classifications, to establish work rules and regulations, to lay off and recall employees whenever necessary.

2. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings, the compensation and reimbursement of expenses incurred, and to approve the overall budget.

3. The authority to direct, supervise, evaluate, hire, rehire, promote, retain, suspend, discipline, demote, or discharge for just cause, assign and reassign employees, to effectively manage the work force, to maintain discipline and efficiency, non-renew and discharge employees, to determine employee schedules, to determine the adequacy of the work force, to determine the overall mission and standards of the Board as the employer and in furtherance of its responsibility to the students and community of the school district.

4. All rights, powers and authorities granted at any time to Boards of Education, School Superintendents and Principals by the laws of the State of Ohio, including Section 4117.08 of the Ohio Revised Code as well as such rights powers and authorities which can reasonably be inferred there from.

C. Where the rights, powers and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 4: NEGOTIATIONS PROCEDURES

A. Negotiations for a successor agreement shall proceed in accordance with the Ohio Revised Code Chapter 4117.14.

B. Alternative Impasse Procedure.

The impasse procedure herein shall supersede and replace the impasse procedures set forth under ORC 4117.14.

The parties pledge themselves to negotiate in good faith and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are or may be provided.

The parties agree to negotiate in good faith, exchanging proposals and ideas in an effort to obtain a successor agreement. When either party declares impasse, the parties shall jointly contact FMCS for an assignment of a Mediator to attempt to mediate the issues at impasse.

C. Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All extension shall be for a specified period of time.

D. Impasse may be declared by either party. If after mediation the parties are still at impasse, the Union may exercise their right to strike under ORC Chapter 4117.14 procedures, with proper notification to the Board of Education.

ARTICLE 5: GRIEVANCE PROCEDURE

A. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances which may arise from time to time.

B. Any individual unit member or the Association itself may file a grievance, which is an alleged violation of any matter negotiated and determined under the provisions of this Agreement.

C. The following procedures shall be followed with regard to any and all grievances:

1. An alleged violation shall first be discussed informally between the unit member and his/her Principal.

   If the problem remains unsolved, after five (5) days a formal grievance shall be filed with the Principal and copied to the Superintendent.

2. If the problem is still unresolved, the unit member shall provide the

Superintendent with a formal written grievance, which shall set forth the Article allegedly violated, the facts constituting the alleged violation, the relief sought, the date of the incident of the alleged violation and the signature of the grievant.

a. After the receipt of a formal written grievance, the Superintendent and the grievant shall have a meeting, within five (5) working days of the Superintendent's receipt of the formal written grievance.

b. If the matter is not resolved at this meeting of the Superintendent and the grievant, the Superintendent and the grievant shall have a formal meeting, together with the business representative of the Association, within five (5) working days of the last meeting. The Superintendent reserves the right to have counsel present at this meeting.

c. The Superintendent shall respond in writing to the grievance within five (5) working days of this formal meeting.

3. The Association may itself, through its business agent, initiate a grievance at the third step of the procedure, by supplying the Superintendent with a formal written grievance, when such grievance does not involve a particular unit member or principal, but instead involves an application of the Agreement that affects all bargaining unit members. An individual may only initiate a grievance at the third step of the grievance procedure with the agreement of the Superintendent.

4. A grievant or the Association may appeal the decision of the Superintendent to the Board through the following procedures:

a. The grievant shall provide the Superintendent with a written notice of his/her intention to appeal within ten (10) days of the Superintendent's decision, to allow adequate time for the Superintendent to arrange for consideration of the appeal at the Board meeting within thirty (30) days of the notice of appeal. This written notice of appeal shall set forth the detailed grievance, the complaints regarding the Superintendent's decision, a request for scheduling of the appeal before the Board, the identity of the grievant or grievants, and the number of individual grievances.

b. The Superintendent will have ten (10) days after receipt of the written notice of appeal to notify the grievant(s) when the matter will be taken up before the Board.

5. The appeal before the Board shall be for the Board's consideration of the issue or issues raised by the grievance and the Superintendent's decision.

6. The Board shall make a disposition of the appeal in a timely matter, and shall promptly notify the grievant or the Association, as the case may be, of the decision of the Board or if the Board is unable to agree on a decision. The grievant or the Association, as the case may be, may, if dissatisfied with the Board's decision, pursue legal remedies and may also resort to legal remedies if a prompt decision is not received from the Board.

D. The time limits set forth herein may be extended by mutual agreement of the parties, and time shall not be considered of the essence, with the exception of cases involving the termination of a teacher with a continuing contract.

E. Failure of either party to proceed without giving notice of a need for an extension of time shall result in the dropping of the grievance (when the grievant or Association fails to proceed) or the relief sought shall be given (if the Superintendent or Board fails to proceed).

F. The procedures of this Agreement shall not affect the right of the grievant or the Association to exercise the right to file an unfair labor practice charge within the time prescribed by law.

ARTICLE 6: SEVERABILITY PROVISIONS

A. In the event there is a conflict between a provision of this Agreement and ORC 4117.10(A) or a federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, ORC 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with ORC 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

B. If during the term of this Agreement there is a change in ORC 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

C. If during the term of this Agreement there is a change in any applicable state or federal law or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term(s), condition(s) of employment, or working condition(s) within sixty (60) days by demand of either party.

D. The negotiations procedures in Article 4 of this Agreement shall be followed for any of the above mentioned negotiations.

ARTICLE 7: NON-DISCRIMINATION

A. A member of the bargaining unit shall not be discriminated against or harassed by either the Board or the Association on the basis of race, sex, religion, national origin, handicap or age.

ARTICLE 8: PERSONNEL FILES

A. A personnel file of each member of the bargaining unit may be maintained by the Principal of the location in which that member teaches. This file shall include but not be limited to copies of complaints against that bargaining unit member, all material kept by the principal for use in preparing evaluations of that member and related supervisory materials. The Principal shall forward copies of all official evaluations, complaints and disciplinary records and any other materials used in employment decisions for inclusion in the permanent personnel file maintained in the Board's administrative offices, not later than thirty (30) working days after the event or action giving rise to the document. This file shall contain but not be limited to payroll records, official transcripts, copies of evaluations, certification information, job applications, copies of conference reports, record of employment, and other necessary administrative materials, and also material forwarded from the Principal's personnel file on that member. Copies of the contracts of employment shall be available upon request.

B. Any personnel action including discipline of a bargaining unit member shall be based only upon material contained or reflected in the permanent personnel file in the Board office.

1. These files shall be considered confidential files. A copy of all materials placed in the permanent personnel file shall be sent to the member upon placement. Bargaining unit members may duplicate any item in their files at the rate of ten cents (10 cents) per sheet.

2. The date and name of the person placing material in the permanent personnel shall be included on the document.

C. Individual bargaining unit members shall have access to their personnel files upon request to the Principal or to the Superintendent at a time that is mutually convenient, but not less than three (3) working days and does not interfere with the bargaining unit member's regularly assigned duties. The bargaining unit member may be accompanied by another individual of his/her choice. The administration may also, if it so elects, exercise its equal right to representation at this time.

D. Those authorized to use files of members shall be limited to the Superintendent, Administrative Assistant, members of the Board of Education, Treasurer of the Board, Principals or Supervisors directly responsible in directing the bargaining unit member, or the secretaries or assistants of the above authorized individuals. The Board will comply with 149.43 of the Ohio Revised Code.

1. If anyone other than authorized school personnel or Board members request to see a bargaining unit member's personnel file, the member shall be notified and shall have the right to be present at the viewing of his/her file so long as the member exercises his/her right within forty-eight (48) hours of notification being sent to the member, except in response to process of law. The Board of Education will comply with 149.43 of the Ohio Revised Code.

E. Bargaining unit members may challenge the timeliness, relevancy, accuracy, or completeness of an item in their personnel file in accordance with the provisions of ORC Section 1347.09.

F. No anonymous materials may be placed in a member's personnel file. The name of the person making the entry and author of the complaint shall be included.

ARTICLE 9: PAY PERIODS

A. Bargaining unit members shall receive payment in twenty-six (26) equal installments over a twelve (12) month period. Pay day shall be every other Friday, except in cases of emergency. If there are twenty-seven (27) pay periods, the bargaining unit members will have their pay divided by 27, and paid in 27 equal installments.

B. Bargaining unit members on extra-curricular contracts shall be paid in twenty-six (26) equal installments over a twelve (12) month period, unless the contract amount is $1,000 or less, in which case it will be paid in one (1) lump sum at the completion of the contract.

C. Bargaining unit members shall have their paychecks directly deposited to their accounts in the financial institution of their choice.

ARTICLE 10: TRAVEL REIMBURSEMENT

A. Bargaining unit members whose assignment necessitates travel shall, if they use their own automobiles and if approved by the appropriate administrator or Supervisor, be reimbursed at the IRS rate per mile. To be reimbursed, members shall submit the approved form to the Superintendent monthly, to be paid in the first two (2) weeks of the next month. Earlier payment may be made upon a request approved by the Superintendent.

B. Mileage for traveling teachers shall be calculated from the first school of assignment for the day to the final school of assignment for the day.

C. Bargaining unit members shall maintain adequate comprehensive liability insurance in compliance with State Law on their automobiles, and a valid Driver's License, therefore signing the expense voucher request for reimbursement shall indicate the same.

Any bargaining unit member who travels shall be required to sign-in at the various locations that he/she visits to perform the duties of his/her job. A form, Staff Visitation Log, will be kept by each building principal as prescribed by the Superintendent. The Staff Visitation Log shall have the date, name of staff member, time the staff member

arrives at the building (Time In), time the staff member leaves the building (Time Out), and the next destination of the staff member.

ARTICLE 11: SCHOOL PROCEDURES

A. The School Administration shall provide all bargaining unit members with a copy of all written procedures and policies of student discipline, hours and other policies, including updates, relating to the operation of the building in which they teach.

B. The Association President shall be given a copy of all Board Policies and Procedures currently in effect and all updates as they occur.

ARTICLE 12: SEVERANCE PAY

A. Upon retirement, a bargaining unit member who has worked for ten (10) or more years in the Ironton City School District and who has provided written notification of State Teachers' Retirement System (STRS) retirement eligibility to the Treasurer, shall be paid in the amount of one-fourth (1/4) of his/her accrued but unused sick leave credit, up to a maximum of seventy-eight (78) days.

B. Payment will be made at the bargaining unit member's per diem rate in effect at his/her current salary schedule in the District. The bargaining unit member's per diem rate will be computed on the basis of the number of contract days per year for the member, and shall not include amounts received under supplemental contracts.

C. Payment will be made not later than thirty (30) days after retirement.

D. Any payment will be made only after the member becomes a retiree of the State Teachers' Retirement System (STRS). Once such severance payment has been received, all unused accumulated sick leave is surrendered and forfeited. Such payment shall be made only once to a bargaining unit member.

E. In case of the death of a bargaining unit member before retirement, any accrued severance pay will be paid to the estate of said member.

F. Retirement for the purpose of this Agreement is defined as being that point at which a certificated professional employee has applied for and received a notice of his/her effective date of retirement from the State Teachers' Retirement System or the State Employees Retirement System.

ARTICLE 13: TEMPORARY DUTY

A. If it becomes necessary for any bargaining unit member to assume the responsibility for another bargaining unit member's class during his/her planning period that bargaining unit member shall be reimbursed at the rate of twenty dollars ($20.00) per period at, Ironton High School and Ironton Middle School. Teachers at the elementary school shall be paid the same rate not to exceed forty-five dollars ($45.00) per day. If it becomes necessary to assign students to another employee's regularly scheduled class, the teacher shall receive the above per period or daily rate. All students from a given classroom shall be placed in one teacher's room at the same grade level if possible. If it becomes necessary to split the class then the pay shall be split.

   1. The immediate supervisor shall, when feasible, first solicit volunteers for such assignment, but shall at all times retain the right to assign bargaining unit members, on a rotation basis.

B. Such reimbursement shall be remitted to the teacher within the next applicable pay period.

C. Comp Time

Bargaining unit members may elect to receive comp time rather than the dollar amount stipulated in this article. Comp time shall be made available under the following provisions:

1. The Bargaining Unit Member must inform the administration at the beginning of each school year of his/her decision to receive comp time for services rendered under this provision. This shall be submitted to the building principal, in writing, no later than the first day of school each school year.
2. If a Member so informs the Administration of his/her decision, that decision shall remain in effect for the remainder of the school year.
3. In order to qualify for one day of comp time, the Member must serve the following times:
    a. Ironton High School – seven (7) periods
    b. Ironton Middle School – equivalent of seven (7) periods
    c. Ironton Elementary School– six (6) hours
4. Comp time may not be used to extend a school holiday.
5. Comp time may be used in one-day increments.
6. No more than three (3) days may be used consecutively. In the event a Member has not accumulated enough service time to constitute a day for comp time, the Member may be paid for the actual time on a per period or per hour basis or it may be rolled over to the next school year provided said time does not exceed three (3) days.

D. If said teacher performs duties and/or training, approved by the Superintendent, outside of regular work hours, comp time may be issued if a stipend is not provided.

ARTICLE 14: STRS PICK-UP

A. The Board shall pick-up contributions to the State Teachers' Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be at the statutorily mandated rate of the employee's annual compensation and reduced by an amount equal to the amount "picked-up" by the Board for the purpose of City, State and Federal Tax.

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

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

4. Payment for sick leave, personal leave, severance, supplemental, etc., including unemployment and worker's compensation, shall be based in the employee's gross or daily gross pay prior to the reduction as basis (i.e. gross pay divided by the number of days in a teacher's contract).

ARTICLE 15: PROFESSIONAL AND ACADEMIC FREEDOM

A. The Board and the Association recognize the importance of an educational atmosphere that is relatively free from censorship and restraints upon free inquiry, learning, free political rights of citizenship, and the rights of privacy, and in which academic freedom for teacher and student is encouraged.

B. The Board and the Association recognize their joint obligation as educators, to the students and the community to provide a role model for moral and ethical behavior.
The Board and the Association also acknowledge that the private life of a teacher is not within the appropriate concern or attention of the Board except as it may prevent the teacher from properly or

efficiently performing his/her assigned functions during the work day, or as it impacts upon his/her professional obligations as a teacher to his/her students.

C. Teachers will be entitled to free rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher unless said activities are violative of law or impact upon the teacher's professional obligations to his/her students, or detract from establishing a more cooperative atmosphere to increase the students learning potential.

D. The teacher as a recognized professional shall have the right to choose those instructional methods, issues and/or materials within the accepted curriculum guidelines he or she deems to be appropriate and effective with a given group of students.

Before introducing materials, methods and/or issues of a known controversial nature, the teacher shall consult with the principal as to the advisability of such methods, materials and/or issues and together they will develop plans to minimize any possible negative reactions to the introduction and use of said controversial materials, methods and/or issues. If a teacher disagrees with the principal's decision, it will be referred to the Superintendent for resolution.

ARTICLE 16: COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

A. All individuals expressing a concern regarding a unit member shall be encouraged by the Administration to attempt to resolve such concerns on an informal level with the member prior to pursuing further procedures. The unit member will be immediately advised of any complaint and the identity of the complainant.

B. If not resolved with the bargaining unit member alone, complaints against a bargaining unit member shall be handled informally by the bargaining unit member's Principal at his/her discretion. Any complaint which is originally directed to the attention of the Administrative Assistant, Superintendent or Board Members shall be directed back to the attention of the Principal for handling under this procedure.

C. When a review of the problem indicates to the Principal that the problem has not been resolved, the Principal will meet with the bargaining unit member to discuss the problem or may, at the discretion of the Principal, meet with the complainant and the bargaining unit member together.

D. If the problem still remains unresolved, the complainant may address the problem to the Administrative Assistant who may, at his/her discretion, meet with the bargaining unit member, the complainant and the Principal, or any of the above.

E. If the problem continues to remain unresolved, the complainant may address the problem to the Superintendent. A report of the complaint shall be made available to the bargaining unit member. The bargaining unit member shall be provided the opportunity to respond, in writing, to the complainant's problem. Such response shall be forwarded to the Superintendent for his consideration. The Superintendent may, at his/her discretion, make a written determination of the problem, which shall be furnished to both the complainant and the bargaining unit member.

F. Should a reprimand or any disciplinary action involving the bargaining unit member be anticipated by the bargaining unit member, under this procedure, the bargaining unit member shall have the opportunity to be accompanied by an Association representative at all levels of the procedure set forth above. The Administration also reserves the right to have representation at all such levels of the procedure.

ARTICLE 17: STUDENT DISCIPLINE

A. The Board, the Administration and the Association recognize their shared responsibility toward the students to provide a school environment which is well organized, effectively managed, and properly disciplined. This can best be accomplished if the administrators, principals, teachers, counselors and others in charge of the students prepare a plan which will result in the proper control of the students, and which will ultimately result in ensuring the optimum learning situation.

B. The Board, the Administration and the Association also recognize that, although the Principal of the school is ultimately responsible for the discipline and proper control of the students throughout his/her school, it is generally conceded that the discipline of the student in and about the classroom is the duty of the teacher. No Principal, no matter how effective, can repeatedly assume the teacher's classroom disciplinary role. The Principal, on occasion, may aid and assist the teacher, but the Principal cannot replace the teacher and assume the teacher's inherent obligations. It therefore becomes the responsibility of the classroom teacher to so control his/her students that the health and safety of the students can be assured and that the classroom is a proper setting for the best possible learning situation.

C. The Board and the Administration also recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

D. The Board shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to the students, teachers and parents at the commencement of each school year. The Board shall solicit the advice of the Association in this area through the Faculty Council.

E. The parties recognize the need for a consistent policy of discipline in the schools, founded on an approach to discipline as a positive measure. This approach shall focus on discipline as a way to train the students and enable the students to develop self-control, and a way for the teacher to work to change inappropriate student behavior to appropriate behavior through intervention strategies.

F. Discipline is to be administered in accordance with Ohio law.

G. The removal of a student from a classroom is an extreme measure, and is only to be undertaken in accordance with Board Policy 5611 & 5610.03 on Expulsion, Suspension, and Emergency Removal.

1. Except in cases of emergency removal, when the teacher requests that the student be removed through the suspension or expulsion procedures, before a student is removed from a classroom, at least two (2) prior intervention strategies should have been attempted, and the reasons for removal, including an outline of the problem, and description of the intervention strategies, should be prepared by the teacher initiating or requesting the removal.

H. It is the obligation of the Principal of each school to meet with the teachers at his/her facility, to review and discuss this Article and the Board policies 5600, 5500, 5605, & 5610.02 on discipline, and to make every effort to ensure that discipline is appropriately and consistently maintained in his/her facility.

I. Any case of assault by a student or any other person upon a bargaining unit member during the performance of the bargaining unit member's duties shall be promptly reported to the building Principal and the report forwarded to the Superintendent and local law enforcement authorities.

1. Any bargaining unit member absent due to physical disability resulting from an assault by a student or any other person during the performance of the bargaining unit member's duties as a teacher for the Ironton City School system shall, upon written request and subject to the review and discretion of the Superintendent and the Board, be granted a leave of absence with full pay and benefits for the period of such physical disability in accordance with a doctor's statement specifying the time needed for recovery and the nature of any medical treatment necessary. Such leave shall be granted for no longer than a maximum of twenty (20) days from the day of the assault, except in situations in which the Superintendent and the Board determine that medical

proof justifies a longer leave, in which case the leave may be extended for a period at the discretion of the Superintendent and the Board.

ARTICLE 18: FACULTY COUNCIL

A. The parties to this Agreement recognize that, in the school of contemporary America, cooperation away from the bargaining table is necessary to be successful in improving the educational climate of our schools, and to further the parties' joint goals of productivity and satisfaction in education. Therefore, the Board, the Administration, and the Association agree to establish a joint advisory committee, the Faculty Council, for the Ironton City Schools.

B. The Council shall be composed of two (2) teachers to represent the elementary school, one (1) teacher to represent the middle school, one (1) teacher to represent the high school, all appointed by the Association, at least one (1) principal chosen by the superintendent, and will be chaired by the superintendent. However, at no time shall the number of administrators exceed the number of teachers. Both the Association and the Administration shall select their representatives by October 1 of each school year.

C. The principal aims of the Council shall include the following:

1. To work together toward the end of improving the quality of education in the schools;

2. To find ways to operate the schools more efficiently and effectively;

3. To work together toward the end of achieving their joint goals of productivity and satisfaction;

4. To work together toward the end of recommending policies to accommodate the changes in society and in the family environments;

5. To work together toward the end of building lines of communications to solve their mutual work concerns;

6. To work together toward the end of improving the working relationship between the Administration and teachers;

7. To work together to develop a positive and cooperative approach toward discipline which will promote the optimum learning environment for the student;

8. To work together, within the financial limitations of the school district, to attempt to provide the necessary materials and facilities for the most conducive atmosphere for learning and teaching; and

9. The Board and the Superintendent will consider input concerning the annual school calendar.

D. The Council will meet quarterly, in the months of October, December, March and May. The time and location of the October meeting will be established by the Superintendent. Subsequent meeting time(s) and location(s) will be established at this first meeting, except the December meeting which shall take place during the regular school day and shall be scheduled by the Superintendent. Substitutes will be hired for the December meeting to replace the appointed Association representatives. The bargaining unit members shall suffer no loss in pay nor leaves for their participation in the December meeting.

1. The Council's function shall be to discuss problems that concern the parties and, to the extent that mutual agreement may be reached, to endeavor to find ways of accomplishing such objectives consistent with the provisions of this Agreement.

2. The first item on the Agenda shall alternate from meeting to meeting with respect to issues of concern to the Administration and issues of concern to the Association.

ARTICLE 19: EMERGENCY CLOSINGS OF THE SCHOOLS

A. Should it be determined by the Superintendent that school cannot be opened for students, bargaining unit members shall not be required to report for work.

B. The Administration shall make every attempt to notify the bargaining unit members of school closings or delays by 6:30 a.m. and to make this notification through the radio stations identified in faculty handbook.

C. All bargaining unit members shall receive their normal compensation for days that the school district is closed to such emergencies, provided that this does not exceed the state-mandated five (5) calamity days.

ARTICLE 20: TEACHING ENVIRONMENT

A. Bargaining unit members shall not be required or expected to provide personal property or to purchase instructional supplies or equipment for school use.

B. The Board agrees that there shall be no unnecessary interruptions of an instructor. The principal will consult or advise the staff with a monthly calendar of events. The principal shall also notify the staff three (3) days in advance of any change in the daily period/time schedule unless extenuating circumstances make such notice not practical or impossible.

C. The Board and the Administration desire to do everything in their power to provide the most conducive atmosphere for teaching and learning. In keeping with this goal, the Board will make every attempt, within the financial limitations of the school district, to allocate sufficient funds, to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to fulfill their teaching responsibilities in an adequate and professional manner.

D. A bargaining unit member shall have the right to use available equipment and supplies to aid in the preparation of instructional materials.

E. In any change of staffing in specialized areas there shall be consideration of and discussion with all people involved, provided a meeting has been requested within five (5) working days of the effective date of the assignment.

F. The Ironton Board of Education and the Ironton Education Association agree that, for the purposes of implementing special grant programs or improvement opportunities, the parties to this Agreement shall communicate, but shall not be obligated to bargain the implementation of grant programs which are voluntary and which do not affect the wages, hours and working conditions of unit members. Any affect such programs have on wages, hours, terms or conditions of employment of bargaining unit members shall be negotiated.

Staff ID badges shall serve as activity passes each year for all school activities.

ARTICLE 21: WORK YEAR

A. The regular contract year for a member of the bargaining unit shall be no more than one hundred eighty-two (182) days and shall consist of the following:

1. One hundred seventy-eight (178) student days when students are in attendance; and

2. A total of four (4) days, to be used as parent-teacher conference days, teacher in-service days and/or a classroom workday, as determined by the Superintendent.

ARTICLE 22: WORK DAY

A. The normal full-time teacher work day shall be no more than seven (7) hours inclusive on planning –conference time and thirty (30) consecutive minute-duty free lunch. The normal part-time teacher workday will be no less than two (2) hours per day. All employees are expected to be at work on time and stay until their workday is completed.

B. All full-time bargaining unit members assigned to the middle school and high school levels shall be provided the equivalent of 200 minutes per week to be used as planning-conference time.

1. All full-time bargaining unit members assigned to the elementary level shall be provided a minimum of two hundred (200) minutes a week of planning- conference time, no segment of which shall be less than twenty (20) minutes in length.

C. Bargaining unit members shall be expected to attend faculty meetings and similar work-related functions that may occur during the course of the school year. Parent-Teacher conferences, teacher in-service, and open house days are part of the school calendar and shall be treated accordingly and attendance at these shall be mandatory for all bargaining unit members. Bargaining unit members may use sick leave on such days.

Bargaining Unit Members who serve more than one (1) building shall not be required to attend more than one (1) Open House per year. Said Bargaining Unit Members shall not be required to spend more time than any other member in parent-teacher conferences. The Bargaining Unit Members are encouraged to make such accommodations as is practical for parents to meet with them as part of the district's parent-teacher conference program.

ARTICLE 23: LEAVES

A. Sick Leave.

1. Each full-time bargaining unit member shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. All part-time bargaining unit members shall earn sick leave for the time actually worked at the same rate as that granted full-time bargaining unit members. Unused sick leave shall be accumulated as earned without limit.

2. A new employee with accumulated sick leave from another public agency shall have placed to his/her credit, upon written application and proof of such to the Treasurer, all sick leave accumulated with a previous public employer, not to exceed two hundred and fifteen (215) days.

3. A bargaining unit member who has not yet accumulated or who has exhausted his/her accumulation of necessary sick leave, shall be advanced up to a maximum of five (5) days of sick leave, with the advanced days to be removed from such teacher's later accumulated number of sick days. If the bargaining unit member leaves the district before accumulating sufficient sick

leave to cover the advanced sick leave(s), such day(s) will be deducted from the bargaining unit member's last pay.

4. Sick leave days may be used to cover absences for personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury or death in the bargaining unit member's immediate family.

5. For purposes of this Article, the immediate family of a bargaining unit member is defined to mean: father, mother, spouse, brother, sister, son, daughter, step-children, grandparents, grandchildren, aunt, uncle, niece, nephew, in-laws or an individual residing in the home of said bargaining unit member, or other family members with the Principal's recommendation and the approval of the Superintendent.

6. On the day of an absence, the bargaining unit member shall notify their immediate supervisor and the person responsible for calling out substitutes no later than 10:30 p.m. and no earlier than 5:30 a.m. When the bargaining unit member is able to return to work, he/she shall notify their immediate supervisor and the person responsible for calling out substitutes prior to 2:00 p.m. on the preceding day.

7. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, shall give the Administration as much advance notice as possible. In the case of unforeseen illness or disability, it is recognized that advance notice may not always be possible.

8. Any bargaining unit member using sick leave must furnish his/her Principal with a written signed statement within three (3) days after the bargaining unit member returns to work, on forms prescribed by the Board of Education, to justify the use of such leave. If medical attention is required, the bargaining unit member's statement shall list the name and address of the attending physician and the dates consulted.

9. Sick leave shall be deducted in the following increments:

TIME ABSENT	LEAVE DEDUCTED
0 – 3 ½ hours	½ day
3 ½ or more hours	1 day

10. Unused accumulated sick leave days shall be treated in accordance with the provisions of Article 12.

11. In order to enable Bargaining Unit members to assist any fellow employee or employees' immediate family who are suffering life-threatening or a catastrophic illness, upon approval of the Superintendent a Bargaining Unit member may transfer his/her accumulated sick leave to a fellow Bargaining Unit member so affected under the following conditions:

    a. A Bargaining Unit member who has more than twenty-four (24) days accumulated sick leave to his/her credit may transfer up to fifty percent (50%) of said sick leave twice per school year. For the purpose of this proposal, school year is defined as July 1 through June 30.

    b. Once such transfer is completed, there will be no reaccrediting or transferring back of any unused sick leave. Unused donated sick leave will be added to the sick leave bank.

    c. Documentation from the recipient's physician attesting to the nature of the illness will be required.

d. Any transfer is to be voluntary and the transfer must be completed prior to the recipient's use of same.

e. Each request shall be reviewed on an individual basis.

f. Days donated may not exceed the amount needed to complete the current school year.

g. The superintendent shall have the authority to grant sick leave transfer under this provision to Bargaining Unit members for pregnancy and/or major surgical procedures if he/she deems that the conditions surrounding the request are warranted.

12. The district shall establish a sick leave bank that Bargaining Unit Members may contribute to and borrow from. This sick leave bank shall be established and maintained under the following provisions:

a. Bargaining Unit Members may contribute a portion of their accumulated sick leave days at the beginning of each school year. Said contribution shall be made known to the Administration no later than August 1of each year.

b. Bargaining Unit Members may borrow from the bank if they have exhausted all of their sick and personal leave days.

c. Bargaining Unit Members may only borrow from the bank for illnesses that are non-life-threatening or non-catastrophic and for pregnancy.

d. Bargaining Unit Members must submit a doctor's statement to borrow from the bank.

e. Members may borrow up to ten (10) days in any school year. Borrowed days must be paid back at the rate of ½ day per month.

f. If a Member terminates his/her employment or retires owing the bank, the amount owed to the bank will be deducted from the Member's final check at the existing per diem rate.

B. Bereavement Leave.

1. One (1) day of Bereavement Leave shall be granted to bargaining unit members for the death of individuals not defined as a member of the employee's immediate family. Such leave shall be deducted from the bargaining unit member's sick leave accumulation.

C. Personal Responsibility Leave.

1. Purposes and Limitations on Use of Personal Responsibility Leave.

a. Each full-time bargaining unit member shall be granted three (3) unrestricted days of personal leave during each school year. "Unrestricted" leave shall mean that there is no restriction as to the reason for the personal leave, other than the restrictions described above, but the restrictions as to the days which personal leave may be taken still apply.

b. No personal leave day shall be granted to an employee during the of one (1) day before or one (1) day after any school holiday or unscheduled closing, or the first or last day of school, or on days when parent-teacher conferences are scheduled. . The Superintendent shall have the authority to waive this provision if, in his opinion, extenuating circumstances exist with a bargaining unit member that warrants said waiver. Bargaining unit members who request that the Superintendent consider such a waiver must submit, in writing, his/her request stipulating such circumstances that exist. Such request must be submitted at least five (5) work days before leave is taken. The decision of the Superintendent is final and is not grievable.

c. Personal leave shall be deducted in accordance with paragraph A-9.

d. Unused personal leave days shall, at the end of each school year, convert one for one to sick leave days. Unused personal leave days shall not be accumulative. This shall be in addition to the total days earned. Bargaining unit members who have not used any personal days may cash them annually for sixty dollars ($60.00) per day. One, two or three days may be cashed under this provision.

2. Each request for Personal Leave shall be made by written application to the bargaining unit member's Principal, who will, in turn, render a decision and notify the applicant. This request shall state the date of the leave, and shall be filed, except in emergencies, two (2) workdays before the day of leave requested in order that a suitable replacement or substitute can be obtained.

a. The Principal's decision shall be based upon strict adherence to the terms and conditions of this Article.

3. Procedure for Administration of Personal Leave shall be:

a. The employee shall make written application to his/her Principal two (2) workdays in advance on the form provided by the Board of Education. The employee need provide no reason for taking unrestricted personal leave.

b. If the Principal has reason to question the leave under C-1(c) of this Article, he/she shall inform the Superintendent and the employee to determine the validity of the leave.

c. If the employee has any doubt concerning the validity of the request, or if he/she wishes a definite answer before taking the leave, he /she shall discuss the reason with the his/her Principal.

d. The decision of the Principal is final unless an appeal to the Superintendent is initiated by the employee immediately upon receipt of the Principal's decision.

e. The filing of a false application shall be considered as grounds for disciplinary action by the Board of Education in such form and manner as the Board may deem advisable.

D. Sabbatical Leave.

1. The Board agrees to provide Sabbatical Leave to bargaining unit members in accordance with the provisions of Section 3319.131 of the Ohio Revised Code. Upon return from such leave, bargaining unit members shall make a presentation based upon the leave at a staff meeting.

E. Professional Leave.

All members of the staff of the Ironton City Schools are encouraged to attend professional meetings in order to keep abreast of trends in education, and to improve instructional methods.

1. Each request by a bargaining unit member to attend a professional meeting shall be made by a written application on a form provided by the Board, to the member's Principal, who in turn forward the request to the Superintendent.

2. This request shall state the reason or purpose of the meeting, the date(s), and shall be submitted to the Principal at least three (3) weeks before the date of the meeting in order that a suitable replacement or substitute can be obtained. Written approval or disapproval will be returned to the applicant from the central office.

3. The Superintendent shall have the right to limit the number of applications granted for professional leave on any given school day or in any school year, in order to ensure that the

normal operation of the schools will not be materially affected by such absences. Attendance at any given meeting will be further limited to two (2) persons from any department of a building, except as approved by the Superintendent.

4. Expenses.

a. When a bargaining unit member takes a professional leave at the request of the Board, or at the request or initiation of the bargaining unit member, the Board shall pay for registration fees, mileage at the IRS rate per mile, meals, and motel or hotel expenses with the prior approval of the Superintendent, and necessary materials related to a workshop.

b. Certain limitations will be placed on professional leave expenses to provide for a reasonable level of funds to be expended.

1. Expenditures for food shall be limited as follows:

Breakfast	$ 7.00
Lunch	$ 9.00
Dinner	$16.00

Expenditures for motels or hotels shall be pre approved for conference/seminar attendance.

2. Expenditures over the limitations above shall be paid by the bargaining unit member unless the Superintendent grants prior approval for unusual or exceptional conditions.

c. To be reimbursed, written proof of expenditures must be submitted to the Treasurer within thirty (30) days of the leave and should include the following if applicable:

1. Mileage at the IRS rate per mile, if car is driven.

2. Motel or hotel invoices.

3. Receipts for registration fees.

4. Plane or other public transportation invoices.

5. Receipts for meals.

Employee will be reimbursed within thirty (30) days after submitting receipt of expenditures to the Treasurer.

d. Professional leave shall be granted by the Superintendent in accordance with the school system needs and fund limitations.

1. Preference for professional leave requests shall be given to bargaining unit members who have not previously taken such professional leave when duplicate applications are made.

2. Disapproval of a professional leave application shall not constitute grounds for a grievance.

F. Association Leave.

1. The Association shall be granted a total of five (5) days annual leave for the President and/or his/her designees to attend Association business meetings. This leave is non-accumulative.

G. Jury Duty/Witness Duty.

1. A bargaining unit member who is summoned for jury duty or who is subpoenaed to appear before a court or agency as a witness or party in a criminal or civil proceeding dealing with work-related incident shall be granted all necessary leave. Bargaining unit members shall not be granted any paid leave under this section when they have a family or personal interest in the matter before the court. After absence for such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular pay period receive full payment for his/her regular salary from the Board for the day(s) of absence for this purpose. Payments not turned in for days(s) absent will cause a deduction of pay for those days.

H. Unpaid Leave of Absence.

1. General Unpaid Leave of Absence.

   The Board may grant a bargaining unit member up to two (2) years of absence without pay for personal or family health reasons, for continuing education, or for other reasons approved by the Board, upon receipt of a written request by that bargaining unit member.

2. Child Care/Adoption Leave of Absence.

   A member who is expecting or adopting a child shall be granted unpaid leave of absence not to exceed one (1) year, upon written request to the Superintendent, submitted at least sixty (60) days before the commencement of such leave, whenever possible, and stating the expected date of birth or date of obtaining custody of the child and also the date the bargaining unit member expects to return to work.

3. Bargaining unit members on unpaid leaves of absence shall be carried on the roll of Board employees and may continue to participate in the Board's insurance program while on such leave provided they pay the premiums or other such fees on the monthly date designated by the Treasurer.

   a. The bargaining unit member must notify the Board of his/her intentions regarding his/her returning to employment by April 1 of the year his/her leave of absence is to be completed. Upon return from such leave, the bargaining unit member shall be given his/her same assignment or comparable assignment held prior to taking such leave, if such assignment is available and subject to the RIF procedures. If no such assignment is available, the person shall be placed on the recall list.

   b. If the bargaining unit member desires to return to work prior to the date of return originally stated, the bargaining unit member shall notify the Superintendent of his/her request and the date of his/her proposed return. Such request may be considered at the discretion of the Superintendent.

4. Upon the returning to service of a bargaining unit member at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave. The taking of a leave of absence within the term of a limited contract shall not suspend the running of the contract. Bargaining unit members who are affected by a reduction in force while on leave of absence shall be treated identically with other bargaining unit members under the provisions of Article 25. Seniority shall not be accrued while on unpaid leave.

I. Family and Medical Leave Act.

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1, 250 hours in the past twelve (12) months, shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave each year for the following qualifying reasons:

   a. To care for a newborn son or daughter;

   b. For a placement of a son or daughter with the bargaining unit member for adoption or foster care;

   c. To care for a seriously ill spouse, child or parent; or

   d. Because of their own serious health condition.

   Entitlement to child care shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit members must give the Board at least a thirty (30) days notice, or as much notice as practicable in foreseeable situations.

3. Bargaining unit members may, at their option, use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks (for example, 4 weeks of paid sick leave and 8 weeks of unpaid leave combination).

4. Leave taken for a period that ends with the school year and begins with the next semester is taken consecutively. Summer recess is not counted against FMLA entitlement.

5. Medical certification shall be required to substantiate leave for the reasons stated above with the Board having the option of requiring a second and third opinions at Board expense. Employees shall use the Department of Labor's Certification of Health Care Provider Form when Medical Certification is required. Employees shall receive notice by the Department of Labor's Employee Response to FMLA Request Form.

6. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Board and employee and provided all requirements have been satisfied.

   a. When a bargaining member uses family and medical leave on an intermittent or reduced schedule basis, the Board may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.

   b. When an instructional employee needs intermittent leave which is foreseeable and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the Board may require the employee to either:

      1. Take leave for a period or periods of a particular duration; or
      2. Transfer temporarily to an alternative position for which the employee is qualified.

   c. When an instructional employee begins leave more than five (5) weeks before the end of the term, the employer may require the employee to continue taking leave until the end of the term:

1. The leave will last at least three (3) weeks,
2. The employee would return to work during the three (3) week period before the end of the term.

d. When an instructional employee begins leave during the five (5) weeks before the end of the term, the employer may require the employee to continue taking leave until the end of the term.

1. The leave will last more than two (2) weeks, and
2. The employee would return to work during the two (2) week period before the end of the term.

e. When an instructional employee begins leave during the three (3) weeks before the end of the term and lasting more than five (5) working days, the employer may require the employee to continue taking leave until the end of the term.

f. With respect of paragraphs F-2 through F-5, only the time needed for FMLA reasons shall be counted against the FMLA entitlement.

7. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

8. For the purpose of this Article, the following definitions shall apply:

a. "Serious Health Condition" – an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.

b. "Reduced Leave Schedule" – a leave schedule that reduces the usual number of hours per week, or hours per workday, of a bargaining unit member.

ARTICLE 24: TRANSFERS, JOB POSTINGS AND REASSIGNMENTS

A. Definitions.

1. A "vacancy" shall be defined as a job opening in a bargaining unit position by reasons of retirement, resignation, death, non-renewal of contract, termination of contract, promotion, or creation of a new position. When a vacancy is posted and filled by a current bargaining unit member, the resulting job opening then occurring shall be deemed a vacancy for the purpose of this Article.

A "transfer" shall be defined as a change in a job assignment from K-5, 6-8, 9-12 within the district.

A "reassignment" shall be defined as a change in a job assignment within K-5, 6-8, 9-12, including changes in grade level and/or subject area.

B. Voluntary Transfers/Reassignments.

1. When a vacancy occurs before the end of each school year, the Superintendent shall solicit declarations of interest on the part of unit members, by e-mailing a notice of the job vacancy. After the end of school, notice shall be posted in the central office as well as being sent through the phone notification system.

2. Members who desire a reassignment/transfer, or express interest in a vacancy, may file a written declaration of interest with the Superintendent during the five (5) workday period after the solicitation notice is sent out by the Superintendent or after the posting.

3. Consideration of members to fill vacancy shall not be limited to members who have filed a declaration of interest. Consideration of members to fill a vacancy shall take into account the following:

   a. The teacher possesses a valid certification at the time of application for the area(s) listed in the vacancy notice.

   b. Qualifications.

      - Experience in job area.
      - Coursework in job area.
      - Seniority when the above factors are considered equal.

C. Involuntary Transfers/Reassignments.

1. Qualified applicants for vacancies may be considered for vacant positions prior to the involuntary transfer/reassignment of any bargaining unit members.

2. A member being involuntarily transferred/reassigned will only be placed in a position for which the member is certified.

3. Any member being involuntarily transferred/reassigned shall be notified in writing of such transfer/reassignment. Within fifteen (15) days of notice, such teacher shall be granted a conference, upon written request, with the Superintendent and building principal who shall give reasons for such reassignment/transfer.

4. The Superintendent shall have the authority to involuntarily transfer/reassign provided the teacher is given written notice, reasons, and the opportunity for a conference as set forth in paragraph C-3 above.

5. No involuntary transfer/reassignment shall be arbitrary, capricious or disciplinary in nature.

D. Notification

The Administration will make every effort to notify any bargaining unit member who is being transferred or reassigned by August 1.

ARTICLE 25: REDUCTION IN FORCE

A. The Ironton City School Board of Education may reduce the number of teachers employed by the District in four (4) specified situations: (1) Where there has been a decline in pupil enrollment; (2) Where regular teachers have returned from a leave of absence; (3) Where a school has been suspended; or (4) Where there have been territorial changes affecting the District, or additional statutorily-mandated reasons.

B. Seniority.

For the purpose of this Article, Seniority shall be defined as the length of continuous service in the Ironton City Schools.

1. Seniority shall begin to accrue from the first day worked in continuous service in the Ironton City Schools.

2. Seniority shall accrue for all the time a teacher is on active pay status in the Ironton City Schools, for up to two (2) years while the teacher is receiving Worker's Compensation benefits.

3. Time spent on inactive pay status (which shall be deemed to include unpaid leave, layoff or time during which the teacher receives Worker's Compensation benefits in excess of two (2) years) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Seniority may not be accrued while serving in a non-teaching administrative capacity, but seniority previously accrued shall not be forfeited by serving in such capacity.

5. Full-time teachers shall accrue one (1) year of seniority for each year in which the teacher has worked a minimum of one hundred twenty (120) days.

6. Part-time teachers shall accrue seniority on a pro-rated basis against the full-time standard.

7. No teacher shall accrue more than one (1) year of seniority in any work year.

8. If two (2) or more teachers have the same seniority, the most senior teacher will be determined by:

   a. The first day worked as a full-time employee of the Ironton City Schools; then

   b. The earliest date of hire by the Ironton City Schools as a full-time employee; then

   c. If a tie still exists, seniority shall be granted to the teacher holding a continuing contract with the Ironton City Schools for the longest period of time, subject to the other provisions of this Article.

   d. If any tie remains after items 1, 2, and 3 have been considered, the tie will be broken by lot. Individual pieces of paper numbered 0 through 9 will be placed in a container and the teacher drawing the highest number will have greater seniority. (Each teacher will receive one (1) draw.)

C. Seniority Lists.

1. All teachers shall be placed on a seniority list which shall contain the following information: The teacher's name, the initial date of employment with the Ironton City Schools, whether the teacher has a continuing contract or a limited contract and the dates on which these contracts began, each area in which the teacher is certified, and the amount of time the teacher has spent teaching in each

area of certification. At the beginning of each year, the Treasurer shall send out a form for each bargaining unit member to fill out or update all the information listed above.

2. The seniority list shall be made available to all teachers in the Administration Office by January 1st of each school year, and a teacher shall promptly inform the Superintendent of any inaccuracies contained in the seniority list.

D. When the Board of Education determines it is necessary to reduce the number of teaching positions, the following procedures shall apply:

1. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed in accordance with Article 29 of this Agreement. Attrition alone may not be sufficient to accomplish necessary reductions.

2. Reduction needed beyond those available by attrition will be made by suspending contracts. The limited contract of any affected member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

3. Reductions in any area of certification will be made starting with the lowest scores on teacher evaluations in the area of certification. If all scores are comparable, then reductions will begin from the bottom of the seniority list in that area of certification. A member affected may thus elect to displace a less senior member in another area of instruction provided he/she is certified in that area and has comparable or higher evaluations, by notifying the Superintendent of this request within fourteen (14) calendar days.

4. During the implementation of a RIF, no reassignment or transfer shall occur that will cause a more senior member to be laid off before a less senior member, except as provided by the other provisions of this Article.

5. A teacher to be laid off due to RIF shall be given forty-five (45) calendar days prior written notification prior to the implementation of the RIF.

E. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months. Teachers on the recall list will have the following rights:

1. No teachers will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.

2. Teachers on the recall list shall be recalled in order of certification, continuing contract status, and seniority, for vacancies in areas for which they are certified or become certified, provided such information on certification is timely filed by the teacher with the Board prior to recall.

a. Teachers properly certified in the area of instruction will be recalled first. When there are multiple teachers on the recall list that are properly certified, the teacher with the higher evaluation shall be recalled first.

b. If multiple teachers on the recall list are properly certified and have comparable evaluations, then a teacher properly certified with comparable evaluations on a continuing contract shall be recalled first. Then a teacher properly certified with comparable evaluations on a limited contract will be recalled in decreasing order of seniority.

c. If a tie exists, the procedure delineated in paragraph B-8 above shall be followed to break the tie.

d. If a tie still exists, the tie will be broken by lot, as the procedure is described in paragraph B-8(d) above.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address or lengthy vacation. All teachers are required to respond in writing and the response must be received in the Superintendent's office within fourteen (14) calendar days of receipt of the certified announcement. The most senior, as described herein, of those responding will be employed in the vacant position.

   Any teacher who fails to respond within fourteen (14) calendar days, or who declines to accept the position, will forfeit all recall rights. If any teacher declines to accept a recall position, this will be considered a break in service.

4. A teacher in the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and placement of the salary schedule as entitled by law (ORC). Where group insurance policies permit, a teacher on the recall list who does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment, provided the teacher pays the current group rates for such benefits on a monthly basis.

5. Recalled teachers will be restored to the insurance benefits and premiums equivalent to the level currently eligible to others with the recalled teachers original hire date.

6. After twenty-four (24) months the teacher's name will be removed from the recall list. If the teacher applies for a teaching position after that time the teacher will be given serious consideration for the vacancy.

7. A teacher's right to unemployment compensation benefits will not be challenged on the grounds that the teacher has refused to accept employment as a substitute teacher on an as needed basis or in a substitute assignment of thirty (30) days or less. (A teacher accepting an assigned substitute position shall remain on the recall list for twenty-four (24) months.)

8. A unit member laid off from a full-time position and who is recalled to a part-time position shall have the following options:

   a. Refuse recall to a part-time position, remain on the recall list and continue to collect unemployment compensation; or

   b. Accept recall to a part-time position, but still remain on the recall list for recall to a full-time position.

F. This Article creates no other contractual rights or causes for grievance or other action, but is strictly limited to the procedures to be followed in reduction in force situations.

ARTICLE 26: PAYROLL DEDUCTIONS

A. Association Dues Deductions

1. Members of the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck for membership dues of the Association and its direct affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deduction or until employment with the Board is terminated.

2. Authorization to make such deductions must be filed with the Treasurer by September 30th in the year such deductions are to begin.

3. The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 30th of each year of the amount to be deducted for both local and all other Association membership dues in accordance with the employee authorization.

4. Deductions shall be made in twenty (20) equal installments beginning with the second (2nd) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted, or until the member's employment ends. New members after September 30th shall have deductions made in equal installments to begin the following pay period after delivery of the authorization card and conclude when all installments have been deducted, or when the member's employment ends.

5. All dues money shall be forwarded to the Ironton Education Association on a monthly basis as stipulated by agreement between the IEA and the Board Treasurer.

6. The Treasurer and the Board shall be held harmless by the Association relative to the legality of said deductions.

B. Other Deductions

1. Members may sign and deliver to the Treasurer an authorization for deduction from their paycheck for any of the following which have 50% or more employee participation.

   a. Life Insurance (Metro)
   b. Annuities
   c. Cancer Insurance
   d. Christmas Club
   e. DESCO
   f. Professional Associations/Fair Share Fee.
   g. Automobile Club of Southern Ohio (AAA)
   h. Vitality Center

   Only entities that have less than the required 50% employee participation will be subject to determination by central office administration.

2. The amount to be deducted may be changed at any time during the year. New enrollments may occur during the months of September and January.

3. Bargaining unit members who are out of state residents shall, upon written notification to the Treasurer, have state taxes withheld from their paychecks and forwarded to the appropriate state authority.

ARTICLE 27: INSURANCES

A. Hospitalization Insurance

The Board shall make available to full-time bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any

form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 85% of the premium for bargaining unit members hired prior to August 1, 2009. The Board shall pay 70% of the premium, for bargaining unit members hired after July 31, 2009.

B. The Board reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for designated surgical procedures, and limiting the maximum number of days for inpatient psychiatric services to sixty (60) days per calendar year.

C. The Board shall offer unit members the election of a Section 125 Cafeteria plan premium conversion. This will allow employee contribution toward health insurance premiums to be treated on a pretax basis.

D. New employees and anyone not currently covered shall be subject to the provisions of the insurance contract.

E. The Ironton City School Board of Education shall provide the full-time bargaining unit members with a life insurance program of $30,000 coverage, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider.

F. The Ironton City School Board of Education shall pay the cost of a single dental and vision plan, with the full-time bargaining unit members paying the cost difference if they choose to participate in a family plan.

ARTICLE 28: TEACHER EVALUATION

Purpose

A. The purposes of teacher evaluation are:

To serve as a tool to advance the professional development of teachers.

1. To inform instruction.

2. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Application

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

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

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

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

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

5. Librarians, Guidance Counselors, Speech Pathologist, and Nurses will not fall under the teacher evaluation guidelines.

Evaluators

A. An evaluator must be a full-time, credentialed immediate supervisor contracted employee of Ironton City Schools.

   1. For the purpose of evaluation the middle school principal maybe the evaluator of the fifth(5th) grade teachers.

   2. In the case of emergency and an evaluator is on extended leave, and the other evaluators in the district, cannot complete his/her evaluations, the Evaluation Development Committee will meet and review a list of certified evaluators and agree upon one or two alternative evaluators to fulfill the obligations of the evaluator in extended leave.

B. Teachers in buildings with multiple administrators that have above expected Student Growth Measures may choose the building administer to perform their evaluation.

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

Evaluation Development Committee

A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

B. Committee Composition

   1. The committee shall be comprised of not more than nine (9) Association members appointed by the Association president and not more than two (2) members appointed by the Superintendent. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

   2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., computers, music, art, special education) and programs (e.g., technology and career tech) within the District.

C. Committee Operation

   1. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate.

   2. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

   3. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) days following meetings of the committee.

   4. Members of the committee will receive release time for committee work and training.

5. The committee may establish sub-committees to assist with their work. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

D. Compensation

1. Any committee work performed outside of the contractual work day will be paid at a per diem rate of $25.00 per hour.

E. Secretarial Support

1. The District will provide secretarial support and assistance to the committee. Responsibilities will include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

F. Committee Authority

1. The committee is responsible for jointly reviewing the evaluation instrument, and Student Learning Outcomes (SLO's) for teacher evaluation.

2. If either party wishes to consider any change or revision to the evaluation procedure or process, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

3. Said changes can occur during the instructional year only after all teachers have been observed under the current system. If changes are made all affected teachers will be informed of those changes and the impact of those changes on the evaluation procedure. If changes are to be made, they will be addressed through an Addendum and not open the whole contract.

4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

Orientation

A. All teachers will be notified within the first fourteen(14) school days of each school year, or in the case of a new teacher, within fourteen (14) days of the first day worked, shall be notified in writing of the name his or her evaluator.

Training

A. Training on the teacher evaluation procedure will be provided annually during in-service or Professional Development days, all teachers prior to the implementation of the evaluation procedure. It shall include the tools, processes, methodology, and the use of student growth measure data.

B. Evaluators

1. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.

2. The evaluators shall be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure, emphasizing the importance of accuracy, potential Equal Employment Opportunity

problems, and directions on how to relate performance assessments to the standards for the teaching profession.

3. Written instructions for evaluators can be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.

4. Updates to written instructions and group professional development shall occur on an annual basis.

C. Teachers

1. Each teacher will be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure.

2. Written instructions can be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument and how the evaluation instrument will be utilized.

Schedule for Evaluation

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

B. The evaluation shall be completed not later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

C. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

Criteria for Performance Assessment

A. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix D to this agreement.

B. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.

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

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

E. 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 electronic devices.

Observations

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. The first formal observation must be between September 15 and December 15. The second formal observation must be performed between January 15 and April 15 of the school year. If after the second formal observation, a teacher's performance

is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

2. If the date or time of the observation is not convenient then the teacher and evaluator will mutually agree to another date and time.

B. Observation Conference

1. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. The pre-observation conference must be completed within 24 hours of the observation or the school day prior to the evaluation in the case of a weekend.

2. A post-observation conference shall be held with-in five (5) school days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.

3. A teacher may request a formal observation at any time in addition to those required by this procedure.

Walkthroughs

A. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:

1. Evidence of planning;
2. Lesson delivery;
3. Differentiation;
4. Resources;
5. Classroom environment;
6. Student engagement; and,
7. Assessment.

B. The walkthrough shall be between five (5) and fifteen (15) consecutive minutes.

C. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.

D. No more than two (2) walkthroughs will be performed by the assigned evaluator in the observation cycle.

E. Walkthroughs resulting in the identification of performance deficiencies shall be addressed at a conference following the walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the conference.

Remediation of Deficiencies Identified During Observations

A. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.

B. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.

C. The remediation plan, as outlined in this section, shall detail:

1. Performance issues documented as deficient;
2. Specific performance expectations;
3. The assistance to be provided by the District to support professional development of the teacher;

4. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
5. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.

D. If a remediation plan is developed for the first observation, those identified deficiencies shall be reevaluated as part of the performance assessment process during the second observation.

E. If a remediation plan is developed after the second observation the plan shall be continued into the next school year.

Finalization of Evaluation

A. Written Report

1. Before the evaluation cycle is final, and not later than May 1, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator on or before May 10.

B. Completion of Evaluation Cycle

1. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report is to be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

2. Each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article will be evaluated once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation on or before the tenth day of May of that school year.

C. Response to Evaluation

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

Professional Development

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers with above expected levels of student growth will develop a professional growth plan and may a choose credentialed evaluator from their respective building for their evaluation cycle as set forth in this agreement.

2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with a credentialed evaluator from their respective building and will have input on those credentialed evaluators for the evaluation cycle as set forth in this agreement.

3. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

    a. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the teacher mentor or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator.

    b. For the purposes of this agreement, professional growth and improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.

B. Professional growth and improvement plans for a school year shall be developed not later than May 10.

C. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

D. The Board shall provide for professional development and for the allocation of financial resources to support and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.

Improvement Plans

An improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth.

For the purposes of this agreement, improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.

The improvement plan shall include:

1. Specific performance expectations, resources and assistance to be provided;
2. Timelines for its completion; and,
3. Monetary, time, material, and human resources.

Mentor Teacher (Coach) for Teachers on an Improvement Plan

A. The District will provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.

B. Role of the Mentor Teacher

    1. The mentor teacher must have a minimum of 8 consecutive years of teaching experience.

        a. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

        b. The mentor teacher must hold a valid teaching certificate/license and should be assigned to teachers with the same area of certification/license if possible.

        c. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

d. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

2. Release Time

a. Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

3. Protections

a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.

b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

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

d. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.

e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one (1) time by the mentor teacher or the teacher.

Due Process

A. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

B. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract

C. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

Personnel Action Requirements

A. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.

B. Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.

C. For the year prior to the completion of the first evaluation cycle, the District shall assign a level of Proficient for all teachers for purposes of eTPES reporting.

Glossary

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

4. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent. Percentage of SLO calculation for poorly attending students will be calculated as follows:

% Final Calculation	Class periods/Days Absent
0%	60
25%	26-59
50%	16-25
75%	11-15

5. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

6. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

7. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.

8. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the

previous school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

9. Evaluation Instrument: The process and forms used by the teacher's evaluator. The OTES forms are located in Appendix D to this agreement.

10. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

11. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

12. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity contracted by the Board to conduct evaluations and who holds a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under section 3319.22 of the Ohio Revised Code.

13. Poorly Performing Teacher: 1) A teacher who is assigned an evaluation rating of Ineffective for three (3) consecutive years, or 2) A teacher who receives an evaluation rating of Ineffective for two (2) of three (3) consecutive years, one of which must be the third year of the three (3) year period.

ARTICLE 28A: CONTRACT LENGTH

A. A limited regular contract shall be issued in the following order:

1. Upon initial employment, the first contract shall be for one (1) year.
2. The second contract shall be for one (1) year.
3. The third contract shall be for one (1) year.
4. The fourth contract shall be for three (3) years.
5. The fifth contract shall be for three (3) years.
6. Subsequent to the fifth (5th) contract, all limited regular contracts shall be for five (5) years.

ARTICLE 29: NONRENEWAL OF LIMITED CONTRACTS

A. It is agreed between the parties that the evaluation process set forth in Article 28 of this Agreement is the agreed-upon method of determining a teacher's ability and professional competency, lack thereof, or improvement thereto. A decision of the Board to nonrenew a teacher's limited contract, except as otherwise provided by ORC Section 3319.16, shall only be made upon the Board's review and consideration of the teacher's evaluation and the decision of the Board in the exercise of the Board's reasonable discretion, that these evaluations reflect a lack of ability or professional competency or failure to improve after counseling and an opportunity to do so.

B. Except in the case of a supplemental contract, a teacher who alleges a violation of this Article (i.e., that the Board has disregarded the teacher's evaluations or that the evaluation procedure and timelines as set forth in Article 28 and the contractually agreed upon evaluation instruments have not been followed) shall have the right to provide the Superintendent with a formal written grievance as described in Article 5. The grievance shall be processed in accordance with the procedures outlined in Article 5.

C. A grievance for a violation of this Article shall be limited to allegations that the Board has disregarded the teacher's evaluations or that the evaluator(s) failed to follow the procedural requirements or timelines for evaluation set forth in Article 28 and the contractually agreed upon evaluation instruments. Such a

grievance shall not challenge the substance or reopen the particulars of the individual evaluations themselves.

ARTICLE 30: SUPPLEMENTAL CONTRACTS

A. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

1. Duration of supplemental contract.
2. Title of supplemental position.
3. Amount of supplemental compensation.

B. Posting and filling of supplemental positions shall be in accordance with Article 24 of this Agreement. Acceptance of a supplemental contract shall be voluntary.

C. Compensation for supplemental duties shall be set forth in paragraph F of this Article.

D. The Employer shall provide to the employee written notice of its intent to non-renew the employee's supplemental contract by the last teacher work day of the school year. Failure of the employer to provide timely notice of intent to non-renew shall result in the automatic renewal of the contract.

E. In accordance with the provisions of ORC Section 3313.53 proposed in 2007, the district shall non-renew all supplemental contracts held by non-licensed individuals each year prior to April 30. Individuals who are licensed but who are not members of the bargaining unit shall also be non-renewed. Affected positions shall be posted in accordance with this agreement so that bargaining unit members may apply for and be considered for said positions. If no bargaining unit members are employed for the affected positions, non-licensed individuals shall be considered.

Supplemental Salary Schedule

Position	FY 2013-2014 Licensed Position	FY 2014-2015 Licensed Position
Head Football**	$6508	$6508
Assistant Football	$3846	$3846
Head Basketball Boys**	$6508	$6508
Head Basketball Girls**		
Assistant Basketball	$3846	$3846
Head Baseball	$3846	$3846
Assistant Baseball	$2662	$2662
Head Track Boys	$3846	$3846
Head Track Girls	$3846	$3846
Assistant Track	$2662	$2662
Head Softball	$3846	$3846
Assistant Softball	$2662	$2662
Head Volleyball	$3846	$3846
Assistant Volleyball	$2662	$2662

Head Golf	$3846	$3846
Head Tennis	$3846	$3846
Cross Country	$3846	$3846
Summer Physical Fitness	20 days extended service	20 days extended service
Winter Physical Fitness	20 days extended service	20 days extended service

Note: Physical fitness extended service payment shall be based on the following established rates.

Bachelors Degree	$1640	$1640
5th Year	$1707	$1707
Masters Degree	$1777	$1777
Cheerleader Advisor	$6508	$6508
Assistant Cheerleader Advisor	$3864	$3864
Majorettes, Flag and Field	$4328	$4328
Drama Director	$4057	$4057
Assistant Drama	$1341	$1341
Band Director	$6707	$6707
Assistant Band Director	$3478	$3478
IHS Pep Band	$1341	$1341
High School Guidance A (30 days)	Per diem	Per diem
IHS Guidance B (15 days)	Per diem	Per diem
IMS Guidance (10 days)	Per diem	Per diem
IES Guidance (10 days)	Per diem	Per diem
IHS Academic Advisor	$2319	$2319
IHS Quiz Bowl Advisor	$2681	$2681
IMS Quiz Bowl Advisor	$1341	$1341
IHS Yearbook	$2681	$2681
IMS Yearbook	$1341	$1341
IES Yearbook	$1000	$1000
Audio Technology Advisor	$1341	$1341
IHS Step Team Advisor	$1341	$1341
IHS Singers Advisor	$2681	$2681
Class Advisor grade 10 & 11	$2319	$2319
Class Advisor grade 9 & 12	$1705	$1705
Student Council	$805	$805
National Honor Society	$536	$536
German Club Advisor	$536	$536
Key Club Advisor	$536	$536
Math Club	$536	$536
Kids Care Club Advisor	$536	$536
Science Club Advisor	$536	$536
Spanish Club Advisor	$536	$536
History Club Advisor	$536	$536
Vocational Teachers	10 days extended	10 days extended

	service	service

Note: Vocational extended service payment shall be based on the following established rates.

Bachelor Degree		
5th Year	$854	$854
Masters Degree	$889	$889
Transportation Director	$14.73	$14.73

**$100.00 per year coaching experience added to Head Football Coach, Head Boys Basketball Coach, and Head Girls Basketball Coach, not to exceed twenty-five (25) years. Experience includes any Head High School coaching experience in the specific named sport.
****As the current Head Football Coach, Head Basketball Coach, and Head Girls Basketball Coach are replaced, the $100 per year coaching experience will retire.

Inactive Positions:

Head Wrestling	Dean of Boys	Dean of Girls
IJHS Intramural	Assistant Wrestling	IJHS Newspaper
SADD Chapter Advisor	GAA Advisor	IHS Intramural

ARTICLE 31: SALARY SCHEDULE

A. Salary Schedule.

1. All employees shall be paid according to the index salary schedule and related provisions of this Article.

2. The base rate of the salary schedule shall be the Bachelor's Degree column, Step 0.

3. Effective first pay of the, 2013-2014 school year, all degreed bargaining unit members shall receive a two (2%) wage increase to the salary schedule only. The two (2%) wage increase does not apply to supplemental contracts.

B. Placement on the Schedule.

1. An employee shall be placed on the salary schedule according to the employee's training and experience.

2. An employee with a bachelor's degree who has earned thirty (30) semester hours after earning the bachelor's degree, shall be placed on the 5th Year column. The earning of 150 hours and a bachelor's degree shall be considered equal to the 5th Year column.

3. An employee with a Master's Degree shall be paid on the Master's Degree column.

C. Recognized Placement Criteria.

1. Any degree referred to above shall mean an earned degree from an accredited institution.

2. Three (3) quarter hours shall equal two (2) semester hours.

3. Upon initial hire, an employee shall be given full experience credit for all years of teaching service in public or private schools or colleges accredited by the State of Ohio. The Board shall follow Ohio Revised Code in granting experience credit for out-of-state teaching service. An employee shall be given credit for all active military service in the armed forces of the U.S. to maximum step provided on the salary schedule.

4. One (1) year of teaching experience shall mean that employee has provided service for one hundred twenty (120) days or more in any one school year.

D. Advancement on the Salary Schedule.

1. Horizontal Movement.

a. An employee shall advance horizontally on the salary schedule by acquiring additional training.

b. An employee shall advance horizontally on the salary schedule when:

1. Sufficient coursework or higher degree is earned.

2. Satisfactory evidence of such completion is provided to the Employer. Satisfactory evidence shall be an official transcript or a letter of coursework completion issued by the appropriate institution or program.

c. Payment on the new column will be retroactive to the first pay of the year, provided the Employer has been provided satisfactory evidence on or before October 1.

d. Payment on the new column will commence the first pay of the following school year if satisfactory evidence is received after October 1.

2. Vertical Advancement.

a. An employee shall advance vertically one (1) step on the salary schedule for each year of experience in the district.

APPENDIX A: SALARY SCHEDULE REPORT

SALARY SCHEDULE REPORT
CERTIFIED TEACHERS
Base Salary $30,178.00

Description: BACHELORS

Years	Increment	Salary
0	1.00000	30,178.00
1	1.04000	31,385.00
2	1.08000	32,592.00
3	1.12000	33,799.00
4	1.16000	35,006.00
5	1.20000	36,214.00
6	1.24000	37,421.00
7	1.28000	38,628.00
8	1.32000	39,835.00
9	1.36000	41,042.00

10	1.40000	42,249.00
11	1.44000	43,456.00
12	1.48000	44,663.00

Description: BA+5

Years	Increment	Salary
0	1.04000	31,385.00
1	1.08670	32,794.00
2	1.13340	34,204.00
3	1.18010	35,613.00
4	1.22680	37,022.00
5	1.27350	38,432.00
6	1.32020	39,841.00
7	1.36690	41,250.00
8	1.41360	42,660.00
9	1.46030	44,069.00
10	1.50700	45,478.00
11	1.55370	46,888.00
12	1.60040	48,297.00

Description: MASTERS

Years	Increment	Salary
0	1.08000	32,592.00
1	1.13300	34,192.00
2	1.18600	35,791.00
3	1.23900	37,391.00
4	1.29200	38,990.00
5	1.34500	40,589.00
6	1.39800	42,189.00
7	1.45100	43,788.00
8	1.50400	45,388.00
9	1.55700	46,987.00
10	1.61000	48,587.00
11	1.66300	50,186.00
12	1.72400	52,027.00

ARTICLE 32: ATTENDANCE CLAUSE

A. Bargaining unit members who are absent for zero (0) days for any reasons (which means no use of sick leave or of personal leave) for an entire nine (9) weeks grading period shall receive a perfect attendance bonus of one hundred eighty-five dollars ($185.00) for each nine (9) week grading period in which they maintain perfect attendance as defined in this article.

This bonus shall be paid at the end of each nine week grading period.

B. Principals shall have the authority to permit a teacher to leave his/her school for purposes of medical treatment/emergencies, to watch his/her children participate in school-related activities or attend parent-teacher conferences, or attendance at a funeral or visitation.

A teacher may use such permissive leave up to three (3) occasions. A total of no more than three (3) hours may be distributed in hourly increments to these occasions and such use of permissive leave will not disqualify the teacher for a perfect attendance. Increments of ½ hour may be made if coverage for the affected bargaining Unit member can be secured at no cost to the district. The superintendent shall have the authority to grant additional emergency leave if he/she deems that circumstances warrant same.

ARTICLE 33: NO STRIKE-NO LOCKOUT

A. There shall be no strike by unit members except under the following conditions:

1. Unit members may strike in accordance with the provisions of ORC 4117.14 (D)(2) i.e. unit members may strike after exhaustion of the impasse procedure contained in Article 4 of this Agreement, provided that the Association has given a ten (10) day prior written notice of its intent to strike to the Board and to SERB.

B. There shall be no strike by unit members in violation of ORC 4117.15(A), which prohibits a strike during the term of a collective bargaining agreement or during the pendency of impasse or settlement procedures.

C. Unit members shall not engage in picketing in connection with any strike or work stoppage at the residence or place of private employment of any Board member, member of the Administration or representative of the employer.

D. The Association shall not authorize, call aid or conduct a strike in violation of the above provisions. If an unauthorized strike should occur, as determined by SERB in accordance with ORC 4117.23, the Association shall immediately undertake to have the strikers return to work, by proclaiming that the strike is in violation of the Agreement, and by using such media of communication as are available, including the posting of a bulletin, and urging the pickets, if any, to discontinue picketing. It is agreed that picketing during and authorized strike, as determined by SERB, is unlawful and in violation of this Agreement. The Board may use the provisions of ORC 4117.16, where appropriate, to have a court of competent jurisdiction enjoin the strike for a period of not to exceed 72 hours. The employer may further employ the provisions of ORC 4117.16 to request SERB to authorize a further injunction. Once the Association has complied with its affirmative duties under this section, no legal action will be taken against the Association by the Board.

E. If any unit members strike in violation of this Agreement, they are subject to disciplinary action including discharge, in accordance with ORC 4117.23.

F. The Board will not lockout unit members during the terms of this Agreement.

ARTICLE 34: CONTRACTING OUT

A. The Board agrees that, during the duration of the Agreement, it will not contract out work and duties currently performed by bargaining unit members which would cause a layoff or reduction. This shall not prevent the Board, at any time, from instituting programs involving work not currently performed by bargaining unit members, in the interests of curriculum enrichment, in whatever manner is economically feasible.

ARTICLE 35: DRUG-FREE WORKPLACE

A. No employee of the Ironton City Schools District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law.

B. "Workplace" shall be defined to mean the site for the performance of work done. The workplace includes any school building, school property, school-owned vehicles or school approved vehicle used to transport

students to and from school or school activities; off school property during any school-sponsored or school-related activities, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.

C. As a condition of employment, each employee shall notify his/her supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction.

D. An employee who violates the terms of this policy will participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to complete such a program he/she shall be non-renewed or employment may be suspended or terminated, at the discretion of the Board. Employees who subsequently violate this policy may be terminated at the discretion of the Board.

E. Sanctions against employees, including non-renewal, suspension and termination shall be in accordance with the Collective Bargaining Agreement and applicable law.

ARTICLE 36: DISCIPLINE

A. No bargaining unit member shall be disciplined, reduced in rank of compensation, or demoted, without just cause.

B. The following system of progressive discipline will be followed:

1. Verbal reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

However, the severity of the bargaining unit member's action(s) or act(s) will determine the appropriate discipline.

C. The bargaining unit member's supervisor shall investigate the incident prior to beginning any disciplinary action.

1. A notice of a pre-disciplinary conference shall be given to the employee who is subject to the pending suspension without pay or dismissal. The affected bargaining unit member may have an Association representative at such conference.
2. The notice shall give the time, date and place of the scheduled conference and shall provide at least seventy-two (72) hours notice.

D. An Association representative shall be permitted to attend the investigatory interview of a member whenever disciplinary action may be contemplated against the member.

1. At the conference, the bargaining unit member shall be provided the opportunity to present his/her side of the case and respond to all of the allegations should he/she desire to do so.

Any disciplinary action shall be appealable through the grievance procedure.

ARTICLE 37: MENTOR PROGRAM

1. Definitions

a. Entry Year Teacher(s): Are teachers new to the profession and in the first year of employment. They shall be assigned a trained mentor by the Superintendent.

b. Entry Year Teacher Mentor: A teacher who has received the proper training and is certified by the State of Ohio Department of Education or some other agency licensed or authorized to award such certification to be licensed/certified Entry Year Mentor, with certification on file with Board's Treasurer.

c. Formative Assistance: Diagnostic assistance is designed to yield information that will assist Entry Year Teachers to identify specific areas for skill enhancement. Formative assistance consists of collaboration among the professionals to provide adequate diagnosis and assistance to support individual professional achievement.

2. Entry Year Program Development and Screening Committee

a. The Local Professional Development Committee (LPDC) shall screen all applicants referred by the Superintendent who desire to become a mentor in the district. The screening shall be to check the resume of the applicant and not to recommend employment.

b. Applicants shall submit to the LPDC a resume that contains the following verifiable information:

(1) The applicant shall have a minimum of five (5) consecutive years in the teaching profession and a minimum of five (5) years of service in the district.

(2) The applicant shall have received average to above average evaluations from their building principal for the previous two (2) evaluation periods. (A letter from the building principal shall be acceptable as proof.)

(3) The applicant shall have completed all required course work or training necessary to be an Entry Year Mentor.

(4) A Masters Degree is preferred but successful teaching experience is acceptable.

3. Responsibilities

a. All mentors for (EYT) shall meet with their assigned Entry Year Teacher at least once per week or as necessary.

b. Mentors shall maintain records of their discussions with the (EYT), classroom observation notes, and any other related documentation as deemed necessary and appropriate by the mentor.

c. A mentor shall not be assigned more than two (2) Entry Year Teachers in a school year.

d. The mentor shall not be involved with the decision-making process concerning the hiring or non-renewal of an Entry Year Teachers limited contract.

4. Restrictions

a. The Formative Assistance Plan mutually developed by the mentor and the EYT shall not be utilized for corrective measures.

b. A mentor shall not participate in any formal evaluation of the EYT, nor shall the mentor be required to or requested to make a recommendation as to the continued employment of the EYT.

c. The observations and evaluations of the building principal shall be the determining factor in the recommendation of renewal or non-renewal of the EYT'S limited contract.

5. Protections

a. The mentor teacher shall have no notations made on their evaluation as to the success or non-success of their efforts as a mentor, nor will the Board of Education/Superintendent be required to continue to assign them as mentors.

b. An Entry Year Teacher shall not be required to remain in an Entry Year Program unless the continuation in the program is part of an effort to remediate noted deficiencies in their teaching abilities. Two (2) years shall be the maximum assignment to this program

6. Program Review

   a. Mentors, Building Principals, Entry Year Teachers and New Teachers shall meet prior to the end of each school year to assess and evaluate the Entry Year Program. Any recommendations of change shall be submitted to the Superintendent for final approval.

7. Rate of Pay

   a. The rate of pay for EYT mentors shall be twenty dollars ($20.00) per hour with a maximum of eight hundred dollars ($800.00). Mentors must meet the requirements as set forth in the Ironton City Schools Entry-Year Program.

ARTICLE 38: DURATION

This Agreement shall be effective for a period of two (2) years beginning with the date of ratification. The Articles in this Agreement constitute the whole and complete agreement between the two parties for the period of time commencing June 30, 2013 and terminating June 29, 2015.

During the term of this two (2) year contract, the Board of Education will not rift any teaching employee; however, this does not mean positions might be absorbed thru attrition.

ARTICLE 39: OUT-OF-STATE TEACHERS WITH CHILDREN ATTENDING THE IRONTON CITY SCHOOLS

Bargaining Unit members who reside outside of the state of Ohio shall have the right to enroll their children in the Ironton City Schools free of all tuition charges.

APPENDIX B: LONGEVITY BONUS PAY

A bonus amount to be paid upon completion of the following years of service shall be paid as follows:

26th year	$ 600.00
27th year	$ 600.00
28th year	$1,200.00
29th year	$1,200.00
30th year	$1,200.00

The longevity bonus pay shall be issued in the first paycheck following the last day of school.

APPENDIX C: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The Local Professional Development Committee shall be established to oversee and review professional development plans for course work, continuing education units, and /or other equivalent activities as deemed appropriate by the committee.

B. Terms of Office

   The term of office for LPDC members serving on the committee shall be two (2) years. Terms shall be staggered with three members appointed to the committee in the first year for a one year term and two members appointed to the committee in the first year for two year terms.

   Committee members may be reappointed at the expiration of their terms.

C. Committee Composition and Selection

1. The committee shall have 5 members.

2. Three teacher members appointed by the Association. Two administrative members appointed by the Superintendent.

3. Vacancies will be filled by paragraph B.

D. Chairperson of LPDC

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

E. Decision Making

Decisions made by the LPDC shall be determined by a majority vote of the LPDC members.

A quorum shall be called when at least three members are present, one of which must be an administrator.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training for the purpose to gain knowledge in the areas of: responsibility, functioning and legal requirements, and other such training as deemed appropriate by a majority of the LPDC members.

2. Released time shall be given to the LPDC members to attend Board-approved training sessions. If training is available outside the workday, members shall be paid $25.00 per hour plus travel-related expenses.

3. LPDC training for committee members shall constitute appropriate "equivalent activities" for purpose of committee members own IPDP's.

G. Meetings

The LPDC shall meet when necessary or at the call of two members directing the request to the chair, keeping within the Board-approved LPDC budget funds.

Meetings shall be held at a time that allows for the greatest participation by certified employees who are presenting their plans for approval.

Meetings held during the contractual workday shall not be paid hourly.
Meetings held after the contractual workday shall be paid $25.00 per hour.

H. Appeals Process

Within thirty (30) days of publication by the Ohio State Department of Education of their regulations/guidelines on LPDC appeals, the LPDC shall meet to decide the procedure which they will apply to all certified employees who may appeal a decision by the LPDC.

APPENDIX D: EVALUATION INSTRUMENT

Ohio Teacher Evaluation System | **Self-Assessment**

Self-Assessment Summary Tool

Name _____

Date _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Ohio Teacher Evaluation System | **Professional Growth Plan**

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	**Date** Record dates when discussed	**Areas for Professional Growth** **supports needed, resources, professional development** Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
***Goal 1**: Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:*		
***Goal 2** : Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:* *Evidence Indicators:*		

Evaluator Signature **Date** **Teacher Signature** **Date**

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

Ohio Teacher Evaluation System | **Improvement Plan**

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____Date: _____

Evaluator's Signature: _____Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

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

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

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

Teacher's Signature: _____Date: _____
Evaluator's Signature: _____ Date: _____
The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

Pre-Observation Planning and Lesson Reflection Resource Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)
- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA (Standard 3: Assessment)
- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS
(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)
- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)
- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)
- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)
- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES (Standard 2: Content / Standard 4: Instruction)
- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT
(Standard 1: Students / Standard 5: Learning Environment)
- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING
(Standard 3: Assessment)
- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)
- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)
- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

Teacher Performance Evaluation Rubric

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

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

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

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

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

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

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

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

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

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- "Gotcha" opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: *ineffective, developing, proficient or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal's presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon.*

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

Informal Observation: General Form

Teacher Name: ____ **Grade(s)/Subject Area(s):** ____ **Date:** ____

Evaluator Name: ____ **Time Walkthrough Begins:** ____ **Time Walkthrough Ends:** ____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
☐ Instruction and lesson activities are accessible and challenging for students	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: ____ ☐ **Photocopy to Teacher**

Ohio Teacher Evaluation System | Classroom Walkthroughs and Informal Observations

Informal Observation: Open-Ended Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: ☐ **Photocopy to Teacher**

Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
  1.
  2.
  3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
  1.
  2.
  3.

Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question
   - "How do you think the lesson went?"
2. Reinforcing the Teacher
   - Identify an area of Reinforcement (ONLY one area)
   - Ask Self-Analysis Question
   - Provide evidence from notes
3. Refining the Teacher's Skill:
   - Identify an area of Refinement (ONLY one area)
   - Ask Self-Analysis Question
   - Provide evidence from notes
   - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	Ineffective	Developing	Proficient	Accomplished
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/ refinement:				

Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth
Student Growth Measure of Effectiveness			
Areas of reinforcement/ refinement:			

Final Summative (Overall) Rating	Ineffective	Developing	Proficient	Accomplished

☐ Check here if Improvement Plan has been recommended.

Teacher Signature ____ Date ____
Evaluator Signature ____ Date ____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

APPENDIX E: NETWORK PRIVACY AND ACCEPTABLE USE POLICY FOR STAFF MEMBERS

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

Acceptable and Unacceptable Uses

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system.

The following are uses that are unacceptable under any circumstances:

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

Security and Integrity

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

Staff members shall not take any action that may adversely affect the integrity, functionality, or reliability of any computer (for example: the installation of hardware or software not authorized by the System Administrator).

Staff members shall report to the System Administrator or a School District administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

Right of Access

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

Association Business

Any use of the District's email system for the purposes of conducting business of the association shall be copies to the Superintendent. The email system shall not be used to organize or promote a strike or any form of work stoppage. Violation of this provision shall result in disciplinary action.

Legal Ref: ORC 3313.20, 3313.47
Children's Internet Protection Act of 2000, 47 USC & 254 (h), (l)

Signed this 26 day of June 2013.

FOR THE IRONTON EDUCATION ASSOCIATION:

Cheryl Holzapfel, President

Kristina Billing, Vice-President

Kathy Cunningham

Susan Morgan

Brenda Thompson

FOR THE IRONTON CITY SCHOOLS BOARD OF EDUCATION:

Mark Fields, President

Dr. Burton Payne, Vice-President

Tim Johnson, Member

Robert Pleasant Jr., Member

Jay D. Zornes, Member