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# MASTER AGREEMENT

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**BETWEEN THE**

**FIELD LOCAL TEACHERS ASSOCIATION**

**AND THE**

**FIELD LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**JULY 1, 2013 – JUNE 30, 2014**

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**Article 1.     RECOGNITION**

**A.   RECOGNITION OF THE ASSOCIATION**

- B. The Field Local Board of Education (hereinafter referred to as the "Board") recognizes the Field Local Teachers Association/OEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive representative of all certificated teachers, including tutors, whether on leave, on a per diem basis, excluding psychologists, athletic director, casual substitutes (as defined hereafter), and all administrators as defined hereafter.
- C. "Casual substitute" shall be defined as a person who is employed for intermittent periods of time.
- D. "Administrator" shall be defined as any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- E. All references to "teacher" in this Agreement shall mean a member of the bargaining unit.

**F.   DURATION OF BARGAINING RECOGNITION**

- 1. Recognition of the Association as the sole and exclusive representative of members of the above defined bargaining unit shall be for the term of this Agreement, without challenge, as provided for in Sections 4117.05 (A) and 4117.05 (B) of the ORC, and will continue, thereafter, until and/or unless a challenging employee organization is legally successful in gaining exclusive representation rights as provided for and in strict compliance with the provisions set forth in 4117.05 and 4117.07 of the ORC.
- 2. Petitions for elections may be filed with the State Employment Relations Board (SERB) no sooner than one hundred twenty (120) days or later than ninety (90) days before the expiration date of this Agreement, or after the expiration date, until such time as the parties enter into a new written Agreement.

**Article 2.     BOARD OF EDUCATION RIGHTS**

- A. The Board of Education, except as otherwise agreed to in this Agreement, shall have the right to:
  - 1. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
  - 2. Direct, supervise, evaluate, or hire employees.
  - 3. Maintain and improve the efficiency and effectiveness of governmental operations.

4. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
  5. Suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote, or retain employees.
  6. Determine the adequacy of the work force.
  7. Determine the overall mission of the employer as a unit of government.
  8. Effectively manage the work force.
  9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. The Board is not required to bargain on subjects reserved to the management and direction of the schools except as they affect wages, hours, terms and conditions of employment; and the continuation, modification, or deletion of an existing provision of this Agreement.

**Article 3. NEGOTIATIONS PROCEDURE**

**A. REPRESENTATION**

1. Designated representatives of the Board shall meet with the designated representatives of the Association to negotiate in good faith.
  - a. Representation shall be limited to not more than six (6) representatives each of the Board and the Association, and these representatives must be named prior to each negotiating meeting.
  - b. Neither party in any negotiations shall have any control over the selection of representatives of the other party.
2. While the Board and the Association shall execute no final negotiated Agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

**B. SCOPE OF BARGAINING**

The parties shall bargain all matters pertaining to wages, hours, or terms and other conditions of employment; the continuation, modification, or deletion of existing provisions; and any other items mutually agreed upon.

**C. DIRECTING REQUESTS**

1. If either of the parties desires to negotiate, it shall notify the other party in writing not more than one hundred twenty (120) days nor less than ninety (90) days prior to the expiration of

this Agreement. Upon receipt of written request for the opening of negotiations, the Board and the Association jointly shall notify SERB that the impasse procedures identified in the current Agreement will be employed exclusively in place of the procedures alternately provided under ORC 4117.14 and related sections.

2. Both parties will make every effort to conclude negotiations satisfactorily within ninety (90) calendar days from the time of receipt of the original written request. The time may be extended by mutual consent.

#### D. NEGOTIATIONS MEETINGS

1. Within fifteen (15) days after receipt of the written Notice to Negotiate, an initial meeting will be held at which the parties will submit in writing their proposals and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto. Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent, without clarification or supplementation, which, if agreed to by the other party, shall express the whole agreement between the parties with respect to the matter at issue. Dates mentioned in any of the provisions of this Article may be extended by mutual consent of the parties in writing.
2. Further meetings shall be held at the request of either of the parties involved. Negotiations sessions shall be held at times not requiring absence from regularly scheduled assignments; however, this provision may be changed by mutual consent. Meetings shall be in executive session.
3. Other rules for conducting negotiations which are deemed necessary and not covered by this Article, upon mutual agreement, may be discussed and may be agreed upon at the first session.
4. Information. The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals. Requests from the Association shall be directed to the Superintendent, and requests from the Board shall be directed to the President of the Association. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to re-word, re-draft, summarize, compute, or otherwise develop data or information in other than its existing form.
5. Caucus. Either team may call a caucus at any time. Unless mutually agreeable, a caucus shall not exceed thirty (30) minutes.
6. Item Agreement. As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No items so initialed shall be considered final until agreement has been reached on the entire package.
7. Schedule of Meetings. Until all negotiations meetings are completed, the parties shall discuss a time and place for a subsequent meeting.

#### **Article 4. AGREEMENT**

- A. When tentative agreement is reached on the items being negotiated, a final written copy shall be prepared for the consideration of the Board and the Association. In the event either party rejects the tentative agreement, that party shall request a meeting to explain the reasons for the rejection prior to utilizing the mediation processes specified in Article 5.
- B. The tentative agreement shall first be submitted to the Association membership for ratification, and all members of the Association's negotiating team shall recommend and urge approval. If the Association ratifies the agreement, its President shall affix his/her signature. The Board shall then receive written certification that the agreement has been accepted or rejected by a majority of the membership of the Association.
- C. Upon approval of the bargaining unit represented by the Association, the tentative agreement shall be submitted to the Board at its next regular or special meeting for its approval, and all of the members of the Board negotiating team shall recommend and urge approval.
- D. Upon official adoption by the Board, the Agreement shall be signed by the spokes-person for each party, the Association President, and the Board President. The resulting agreement shall constitute the Agreement of the parties.

#### **Article 5. IMPASSE**

- A. In the event that the parties are unable to reach agreement on all issues within the time limitations as provided, either party may declare the unresolved issues to be at impasse. The parties will seek to resolve the impasse through mediation in accordance with ORC 4117.14(C)(1), by requesting that the Federal Mediation and Conciliation Service (FMCS) appoint a Federal Mediator for the purpose of assisting the parties, except that in the event that FMCS is not available, then SERB shall provide a Mediator under Section 4117.14(C)(2). Said mediation shall be the final step of impasse resolution.
  - 1. The parties shall meet at the request of the Mediator.
  - 2. The Mediator shall only have the authority to assist the parties in reaching an agreement.
- B. The costs which may be incurred from the use of a Mediator and expenses as outlined above shall be shared equally by the Board and the Association.

#### **Article 6. RIGHTS OF INDIVIDUALS**

Nothing in this Agreement shall prohibit any teacher from presenting his/her views as an individual relative to items which affect his/her status in the District to the Administration or the Board in accordance with established procedure. Negotiations, however, shall be conducted according to this document. [See, also, Article 7 (GRIEVANCE PROCEDURE), Section B (Purpose).]

## **Article 7. GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. Grievance. A claim by a teacher or group of teachers or the Association based upon a misinterpretation or misapplication, or an alleged misinterpretation or misapplication, of any of the provisions of this Master Agreement, except as otherwise noted.
2. Grievance Procedure. A method by which an individual can express a complaint, problem, or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels.
3. Aggrieved Teacher. A teacher or teachers making the claim.
4. Party of Interest. The teacher making the claim and any person who might be required to take action or by whom action might be taken in order to resolve the claim.
5. Accredited Representative. The Association President shall furnish the list of accredited representatives to the Superintendent or his/her designee no later than October 1 of each school year.
6. An "accredited representative" may be present at all steps of any grievance, at the request of the Association President, to represent the Association's interests in the disposition of the grievance.

### **B. PURPOSE**

1. The purpose of the Grievance Procedure is to secure at the lowest possible administrative level, in the shortest possible time, equitable solutions to the grievances which may from time-to-time arise. Further, both parties will endeavor to present all the facts related to the grievance at the first step of the Grievance Procedure in order that an equitable solution may be achieved. Both parties agree that grievance proceedings shall be kept as confidential as may be appropriate at all levels of the Procedure.
2. Nothing contained herein shall be construed as limiting the right of any teacher having a claim or problem to discuss the matter with any appropriate administrator, and having the claim or problem adjusted without intervention and/or consultation of the Association, provided that such adjustment is not inconsistent with the terms of this Agreement.

### **C. PROCEDURE**

1. The parties agree that an aggrieved teacher must submit such grievance claim to the Grievance Procedure without delay, in no case more than twenty-eight (28) calendar days after the aggrieved teacher becomes aware of the occurrence.
2. A written answer at any step of the Grievance Procedure shall be considered final and binding unless the grievance is appealed to the next step after the receipt of the answer within fourteen (14) calendar days.

#### D. STEP ONE

1. An aggrieved teacher shall first discuss his/her grievance with the appropriate administrator (the lowest level administrator who can resolve the issue; (normally, building principal), either individually or in the company of an accredited representative, with the objective of resolving the grievance. A Step One Grievance Form shall be completed (Appendix A).
2. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Step One or if no decision has been rendered within seven (7) calendar days from the date when the party of interest was made aware of the grievance the aggrieved teacher may file his/her claim as a formal grievance by submitting said claim to Step Two of the Grievance Procedure within fourteen (14) calendar days.

#### E. STEP TWO

1. The written grievance (Appendix A) signed by the aggrieved teacher, with or without his/her accredited representative, shall be presented to the appropriate administrator (the lowest level administrator who can resolve the issue; normally, building principal).
2. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Step Two or if no answer has been given on the approved Grievance Form (Appendix B) within seven (7) calendar days of the date that the written grievance was presented to the appropriate administrator, the aggrieved teacher may file his/her claim as a formal grievance by submitting said claim to Step Three of the Grievance Procedure within fourteen (14) calendar days.

#### F. STEP THREE

1. The written grievance signed by the aggrieved teacher, with or without his/her accredited representative, shall be presented to the Superintendent (unless the Superintendent heard the grievance at Step One or Two. In that case, this Step shall be skipped and the grievance shall advance to Step Four).
2. The Superintendent or his/her designee, who shall not be the same person involved in Step One or Two, but shall have authority to resolve the grievance, shall, within seven (7) calendar days upon receipt of this grievance, conduct a hearing concerning the claim.
3. The hearing shall include the aggrieved teacher, with or without his/her accredited representative, and any others who may be needed to give information as to the claim.
4. Within fourteen (14) calendar days of the hearing, the Superintendent or his/her designee shall render a written answer on the approved Grievance Form.
5. Copies of the answer of the Superintendent or his/her designee shall be delivered to the aggrieved teacher and receipt of same shall be acknowledged by the teacher.
6. If the aggrieved teacher is not satisfied with the decision rendered in Step Three, he/she may, within fourteen (14) calendar days after receiving the decision of the Superintendent or

his/her designee, request in writing that the grievance be submitted to Step Four of the Procedure. However, if the parties agree, the grievance may be submitted to facilitation through the Federal Mediation and Conciliation Service (FMCS).

7. Facilitation (Optional) If after receiving the answer at Step Three, the employee remains aggrieved, the Association and the Board, by mutual agreement, may request that the matter be submitted to a third party facilitator. The request shall be made within ten (10) days of the answer given at Step Three. The parties shall agree to submit all the issues set forth in the grievance at the first meeting date available to the facilitator. If the facilitation process is not successful, or is not initiated and the employee remains aggrieved, the Association may proceed to Step Four.

#### G. STEP FOUR

1. If the grievant is not satisfied with the disposition of the grievance at Step Three, or if the facilitation process is not successful or not initiated, the grievant (through the Association) may request a hearing before an arbitrator under the rules of the American Arbitration Association.
2. Once the arbitrator has been selected, he/she shall proceed with arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.
3. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.
4. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her or to submit observations or declarations of opinion which are directly essential in reaching the determination.
5. The arbitration shall in no way interfere with management prerogative involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.
6. The losing party will pay 75% of the cost of the arbitrator's fee, arbitration transcript, and cost of hearing room. The Association shall be entitled to have two (2) members in attendance at all arbitration hearings.

#### H. PROFESSIONAL RIGHTS PROVISION

No reprisals will be taken by either party or by any member of the administration against any

party of interest, any school representative, any member of the Association's Professional Rights and Responsibilities Committee, or any participant in the Grievance Procedure by reason of such participation.

I. GENERAL PROVISIONS

1. Controversies may arise of a nature so general as to directly affect personnel from more than one (1) building. It is agreed that issues of this nature need not be subjected to the entire Grievance Procedure but may be initiated by either party at any step of the Grievance Procedure prior to Step Four.
2. The parties of this grievance agree to make available to each other upon request, all information not privileged under law, in its possession or control, which is relevant to the issue raised in the grievance.
3. Every effort shall be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the Procedure. Grievances shall not be normally processed during the regular work day, except grievances may be processed during "unassigned periods." The aggrieved individual and his/her accredited representative shall be released without loss of pay when processing a grievance during "unassigned periods."
4. Forms for processing grievances shall be designated by the Association and the Superintendent and shall be given appropriate distribution so as to facilitate the operation of the Grievance Procedure.
5. Cost of printing, distribution, and maintaining said designated forms shall be borne equally by the parties of this Agreement in proportion to the use of said designated forms.
6. A grievance may be withdrawn at any level without prejudice or record.
7. If the Association decides at any level of the Grievance Procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support. The aggrieved person may always seek, individually, further satisfaction of his/her grievance through normal administrative channels.
8. All documents, communications, and records dealing with the processing of a grievance will be furnished to all parties to a grievance. No records, documents, or information concerning a grievance shall be transmitted as part of an individual's personnel record.
9. Failure to hold a grievance hearing, or provide a written grievance answer by the appropriate administrator, shall permit the aggrieved person to move the grievance to the next step of the Grievance Procedure.

**Article 8. STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board and the administration will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. At least annually,

the administration and teachers within each school building will review issues relating to school climate and discipline in that building.

- B. A teacher may use such reasonable measures as are necessary to protect himself/herself from attack or to prevent injury to another student.
- C. Assault or threat of assault upon a teacher or possession of a weapon shall be reported to the administration. The Board and administration shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authority.
- D. Student discipline shall be governed by the Student Code of Conduct.
- E. If in-school disciplinary procedures, such as detentions or Saturday school, are available, such extra-service positions shall be offered to all qualified members of the bargaining unit first, and others thereafter. Compensation for those positions filled by FLTA members shall be twenty dollars (\$20.00) per hour.

## **Article 9. VACANCIES, PROMOTIONS, AND TRANSFERS**

### **A. SEARCH SELECTION PROCESS**

1. The Administration and Association, through its President, shall establish a search and selection process for filling a vacancy. This process shall include a committee composed of an equal number of FLTA members and administrators that will collaborate in identifying criteria and qualifications necessary to fill the vacancy, engage in the interview process and provide recommendations to the Superintendent for employment of a candidate. The President in consultation with the executive committee shall select the FLTA members to serve on selection committees, by building each year. A list of selection committee members, by building, will be submitted to the superintendent. If no teacher is on the list from a specific area of study, the superintendent shall contact the FLTA president or designee for names. Teachers and administrators who participate in search and selection committees will be trained in interview techniques.

Internal candidates shall not be subject to the Cardinal interview process. Prior to interviewing for the vacancy with a candidate outside the FLTA, the committee will consider any FLTA members who have applied for the vacancy. If only one FLTA member has applied for a vacancy, the FLTA president and Superintendent may decide that a committee is unnecessary.

2. Group consensus should be the deciding factor for recommendation for employment. The search committee shall meet and attempt to reach consensus prior to any recommendation for employment. A representative of the FLTA and administration shall sign the recommendation indicating a consensus was reached. If consensus cannot be reached, the representatives of the FLTA and administration shall notify the Superintendent. The Superintendent shall then make the recommendation for employment.

## B. VACANCIES

1. A vacancy shall occur following the resignation, retirement, voluntary transfer, involuntary transfer, non-renewal, termination, and/or the acceptance of leave. A newly-created position shall be considered a vacancy. A position that is eliminated shall not be considered a vacancy.
2. Any teacher may apply for a vacancy. In filling the vacancy, the Board agrees to give consideration to the professional background and seniority of applicants. An applicant with less seniority in the Field Local Schools shall not be awarded such position unless his/her qualifications are superior to applicants with greater seniority as determined by the Superintendent or his/her designee.
3. Notices of Vacancy
  - a. Standard Posting. Notice of any instructional (including summer school) or administrative vacancies within the certificated staff shall be posted by the Superintendent's office on the bulletin board in each building office, with copies available for faculty bulletin boards, for five (5) days prior to the implementation of the search process. A copy of these notices shall also be sent to the President of the Association. Vacancies will be posted on the district website, and a message will be sent using the voice system, and notice will be posted on paycheck stub. The posting shall describe the qualifications and assignment.
  - b. Vacancies Which Occur From August 1 to First Student Day. The above paragraph is not applicable to vacancies or positions which occur after August 1 of each year, except those persons who have given a written notice of their interest in such a position, shall be contacted. If the attempt to notify such persons is unsuccessful, the Association President or his/her designee will be notified within twenty-four (24) hours. The Association President or his/her designee shall be given twenty-four (24) additional hours before the position is filled.
  - c. Standard Posting: Deferred Start Date. In the event a vacancy occurs during the course of the school year and in the judgment of the Superintendent filling the vacancy through the regular posting and bidding procedure as set forth elsewhere in this Article 9 would adversely affect the continuity of instruction, the Superintendent will so advise the FLTA President. If desired by the FLTA President, the Superintendent will meet and discuss the instructional concerns with FLTA representatives and consider objections or alternatives, if any, which may be suggested by FLTA.

In the event that the Superintendent remains convinced that filling the vacancy through the regular posting and bidding procedure would adversely affect the continuity of instruction, the Superintendent shall have the right to promptly post the vacancy to take effect no later than the first day of the next school year as set forth in the posting. The posted vacancy shall be awarded without delay in accordance with the standards as set forth elsewhere in this Article 9 and shall thereupon be designated as an encumbered vacancy.

The above-styled encumbered vacancy may be filled on an interim basis by employing a qualified, regular certified teacher from outside the bargaining unit if the vacancy occurs within the first ninety (90) calendar days of the school year for the period of encumbrance, not to extend beyond the end of the school year. The contract issued to the interim teacher shall be as set forth in Appendix E of this Master Agreement. In the event the Board should decide to reemploy the interim teacher for the subsequent school year, the teacher shall be credited with one-half (1/2) year seniority.

In the event the encumbered vacancy occurs after the first ninety (90) calendar days of the school year or the encumbered vacancy is of fewer than ninety (90) days' duration, the Board may use a substitute teacher or teachers to cover the period of encumbrance.

- d. Alternative to Standard Posting. In the event a vacancy occurs at a time which results in an immediate need to fill the vacancy, the Superintendent may with the written agreement of the FLTA President, or designee, make a good faith effort to contact every qualified bargaining unit member to determine if any such member has an interest in the vacancy rather than utilize the posting procedure in 9.A.1. above. If the Superintendent and FLTA are satisfied that no qualified bargaining unit member has an interest in the vacant position, the Superintendent may then seek to fill the position from outside the bargaining unit.
4. Positions to be filled by teachers returning from leave of absence, maternity leave, or the reduction in force list shall not be posted.
5. The Board declares its support of promotion from within its own system, including to supervisory and administrative levels.
6. "Seniority" for the purpose of this Article shall be defined as the length of continuous service in the Field Local School District. Part-time employees shall accrue seniority at the rate of one (1) year seniority for two (2) years of service. Among those with the same length of continuous service, seniority shall be determined by: (a) the date of the Board meeting at which the teacher was hired; and then by (b) the date on which the teacher submitted a completed job application.
7. Any FLTA member who has applied for but was not offered the opportunity to fill a vacancy may meet with the Superintendent or his/her designee to ask the Superintendent or his/her designee why the FLTA member was not recommended to fill the vacancy.

### C. PROMOTIONS

Any teacher, who accepts an administrative or supervisory position and later returns to teacher status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such acceptance of an administrative position.

## D. TRANSFERS

### 1. Voluntary

- a. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.
- b. No later than May 1 of each school year, the Superintendent shall post in all school buildings a list of the known vacancies which shall occur during the following school year.
- c. Teachers who desire a change in assignment or who desire to transfer must file a transfer request form (See Appendix F) with the Superintendent or his/her designee not later than May 15 of each year.
- d. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional and legal requirements of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained. If more than one (1) equally qualified teacher has applied for the same position, the determination as to which teacher shall receive it shall be made by seniority.

### 2. Involuntary

- a. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer, as defined in Voluntary Transfer above, available within the system.
- b. When involuntary transfers are necessary, a teacher's areas of competence, major and/or minor fields of study, quality of teaching performance, and seniority will be considered, together with instructional requirements, staff availability, and student needs in determining which teacher is to be transferred.
- c. An involuntary transfer will be made only after a meeting between the teacher and the administrator making the decision so that the administrator can share with the teacher written reasons for the transfer. In the event that a teacher objects to a transfer at this meeting, the teacher may appeal to the Superintendent or his/her designee. The teacher may not grieve the reasons given by the administrator or Superintendent or his/her designee for the involuntary transfer, unless those reasons violate another section of the contract.
- d. Teachers being involuntarily transferred or reassigned from their present position may voluntarily seek transfer or reassignment, and shall have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant.

- e. Tentative schedules for the following school year shall be given to the teachers by April 15<sup>th</sup> for the High School and the Middle School.

**Article 10. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. The Board and administration will attempt to contract teachers who have a degree or degrees from an accredited college or university and who meet the full licensure/certification requirements of the State of Ohio.
- B. Specialized services in the fields of Elementary Art, Physical Education, Music, Certified Library, Speech Language Pathologist, Remedial Reading, Psychologist (to provide counseling and testing), and Special Education, as required by law, shall be provided.
- C. The notification of teacher assignments to their respective building, classroom, subjects, new instructional techniques, or any pertinent information relating to their preparation for the coming school year shall be communicated in writing to the teacher no later than twenty-one (21) calendar days prior to the coming school year exclusive of the provisions of Article 9 (VACANCIES, PROMOTIONS, AND TRANSFERS).
  - 1. By January 1<sup>st</sup> of each year, department heads shall make recommendations to the Administration regarding courses to be offered in the coming school year.
  - 2. Principals shall share available scheduling information with department heads at monthly department meetings. Department heads shall write and distribute monthly meeting minutes to all department members.
  - 3. High School Building principal, department head and department teachers shall meet together during the second semester to discuss scheduling options. A tentative schedule for the following school year shall be provided to each teacher by the last day of school.
- D. Each teacher who has been employed in the Field Local School District during the previous year as a full-time teacher must have on file in the Superintendent's office, by September 15, a valid teaching license/certificate, and an up-to-date transcript of credits certifying the highest degree obtained.
- E. The parties acknowledge that the ultimate responsibility for certificate/licensure renewal rests with the certificated employee. By April 15<sup>th</sup> of each year, the Superintendent's office shall post in each building a list of teachers whose certificates are expiring the following year. A copy of this list shall be provided to each building representative.
- F. Newly-employed teachers must provide the required reports prior to October 15.
- G. 1. The Board agrees to provide low or no cost opportunities to teachers in order to become highly qualified under NCLB.

2. The Board may require a bargaining unit member to attend a professional development opportunity in order to become highly qualified if it is during the school day and is fully paid by the Board. Refusal to attend may be considered insubordination.

#### H. DEFINITION OF SERVICE

1. Service shall be defined as all years of teaching service regardless of training level, with each year consisting of at least one hundred twenty (120) days within one (1) public school system or a chartered nonpublic school system under a limited or continuing teacher's contract, or Field Local Schools' substitute teacher's contract.
2. A year of military service shall be considered to consist of a minimum of eight (8) months of continual active duty.

#### **Article 11. MAINTENANCE OF STANDARDS**

This Agreement shall not be interpreted or applied to deprive teachers of any professional advantages heretofore enjoyed, unless expressly stated herein.

#### **Article 12. INSTRUCTIONAL MATERIALS AND SUPPLIES**

- A. Classroom supplies will be supplied to each teacher. Teachers shall be discouraged by their respective administrators from purchasing with their personal financial resources texts, materials, and any other supplies that they may need in the performance of their duties. No teacher will be reprimanded if the learning environment is restricted and, as a result, student motivation and achievement is reduced due to lack of required texts, materials, and supplies.
- B. There shall be a copy machine for instructional use provided in each school building.

#### **Article 13. ASSOCIATION RIGHTS**

##### A. FAIR SHARE FEE

1. Payroll Deduction of Fair Share Fee. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
2. Notification of Fair Share Fee Amount. Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Treasurer of the Board on or about November 15th of the first year of this Contract and on or about October 15th of each successive year of this Contract for the purpose of determining amounts to be payroll

deducted; and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deduction

a. All Fair Share Fee Payers. Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- (1) Sixty (60) days employment in a bargaining unit position; or
- (2) January 15th.

b. Termination of Membership During Membership Year. The Board Treasurer shall, upon written notification from the Association that a member has terminated membership, commence deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

4. Transmittal of Deductions. The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

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

6. Entitlement to Rebate. Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

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

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

b. The Board agrees to:

- (1) Give full cooperation and assistance to the Association and its counsel at all levels of the processing.

- (2) Permit the Association or its affiliates to intervene as a party if it so desires; and/or
  - (3) To not oppose the Association or its affiliates' application to file briefs amicus curiae in actions involving members of the Association who desire to become nonmembers of same.
- c. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement.

**B. EMPLOYER INFORMATION**

The Board agrees to furnish the Association with all available financial data concerning revenues and expenditures of the District. At the Association's expense, the Board agrees to furnish the Association with all other information required by the Association to exercise its responsibilities as the bargaining agent.

**C. NONJEOPARDY**

No employee shall suffer discrimination, jeopardy, or coercion in employment or promotional opportunity because of Association representation.

**D. ASSOCIATION MEETINGS**

Reasonable requests to conduct an Association meeting at a school building shall be honored.

**E. USE OF SCHOOL MAILS AND BULLETIN BOARDS**

1. The Association shall be authorized to use the school mails, "pony," and the teachers' mailboxes.
2. The Association may provide a bulletin board, the size, type, and style agreed upon by the administration, to be located in the teachers' lounge for general use of the Association.

F. Accredited representatives, as defined in Article 7, shall have access to the school building to conduct Association business. Accredited representatives who are not employees of the Board shall have access to the schools on visitor status. The conducting of such business shall not interrupt the teaching of any class, including those of accredited representatives.

G. The Association President has the right to request and be given a copy of the Board agenda and any attachments to the Board agenda prior to a regularly scheduled meeting of the Board. The Association President has the right to request and be given a copy of the minutes of the previous Board meeting no later than one (1) working day before the next regularly scheduled meeting of the Board.

H. The Board shall provide substitutes for teachers elected as delegates to the OEA Representative Assembly for no more than three (3) delegates to a maximum of one (1) day each.

I. COMMITTEE PARTICIPATION

1. An opportunity shall be provided for representatives of the Association to participate in the initial planning of any school committee engaged in the formulation of programs or projects that affect the provisions of Article 3.B, in which teachers might be required to participate.
2. Representatives of the Association shall include the President or his/her designee.

J. RELEASE OF TEACHER'S NAME, ADDRESS, AND TELEPHONE NUMBER

The Board agrees to release only that information which they are obligated to release by law.

- K. The entire teaching staff may draw upon a bank of six (6) days per year for Association business.
- L. Delegates or officers of OEA and/or NEA shall be entitled to use three (3) days per year to attend state or national meetings, without loss of pay and without reimbursement for expenses incurred.

**Article 14. RIGHTS OF TEACHERS UNDER THIS AGREEMENT**

All existing Board policies, instructions, or handbooks shall in no way limit the rights granted teachers in this Agreement. Any portion of existing documents that are found to be inconsistent with the provisions of this Agreement shall be modified or deleted to correct the inconsistency.

**Article 15. NO REPRISALS**

The Board and the administration will take no reprisals of any kind against any teacher for action taken relative to negotiations of and/or the enforcement of this Agreement through the grievance procedure or the exercise of their rights guaranteed by the U.S. Constitution.

**Article 16. NONDISCRIMINATION IN EMPLOYMENT**

- A. The Board agrees that it shall not discriminate in employment or assignment of any teacher on the basis of race, color, religion, national origin, sex, or family.
- B. Assignment or reassignment of teachers who are members of the same family shall not be considered discriminatory; teachers who are members of the same family may be assigned in whatever manner the Board deems will best serve the students' needs.

**Article 17. TEACHER WORK DAY**

- A. The maximum number of successive hours per school day shall not exceed seven (7) hours and thirty (30) minutes, including:

1. Thirty (30) minutes prior to the opening of school.
  2. Fifteen (15) minutes after the dismissal of school, with the following exceptions:
    - a. Emergencies as determined by the appropriate administrator. In cases of an emergency due to late buses, all teachers shall remain until all bus routes have begun.
    - b. Staff, department, grade, and curriculum meetings.
    - c. Parental conferences.
- B. The teacher workday during in-service days shall not exceed seven (7) hours.

**Article 18. TEACHING HOURS, CLASS LOADS, AND RESPONSIBILITY**

**A. INSTRUCTIONAL LOAD**

1. General

- a. At least one (1) full-time equivalent classroom teacher will be employed for every twenty-five (25) pupils in the District average daily membership as calculated in accordance with ORC 3317.02 and 3317.023.
- b. "Classroom teacher" includes certificated employees who provide direct instruction to pupils.
- c. There shall be no more than twenty-eight (28) students per class in Kindergarten, 1st and 2nd grades.

2. Elementary

- a. Elementary teachers shall be provided an uninterrupted duty-free lunch period of at least thirty (30) minutes.
- b. All full-time elementary (K-6) teachers, including full-time specialist teachers, shall have no less than two hundred (200) minutes of preparation time per week exclusive of time before and after the student day.

3. Secondary Schools

- a. In a study hall that exceeds an enrollment of sixty (60) students, an additional teacher shall be provided for each group of sixty (60) students or fraction thereof, if requested.
- b. The teaching day of secondary school teachers shall include a duty-free lunch period of not less than forty (40) minutes and a preparation period of not less than forty (40) minutes. Secondary teachers shall have not more than three (3) different areas of

preparation without agreement between the teacher and the administration. Their instructional load shall not exceed six (6) classes. An additional instructional period may be assigned if mutually agreed upon by the teacher and the administration. A duty may be assigned.

#### 4. Teacher Travel Time

Any staff required to travel between the Central, High School or Middle School and Brimfield or Suffield for assignments shall be provided twenty (20) minutes travel time. Staff required to travel between the High School and Middle School shall be allotted ten (10) minutes travel time. Staff traveling between Central and either the High School or Middle School shall be allotted fifteen (15) minutes.

### B. RESPONSIBILITIES OF TEACHERS

1. Supervision of Students. Supervision of students is the teacher's responsibility during the entire school day. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies, and any other place where students may be present. This supervisory duty shall not infringe upon his/her lunch period or preparation time/period. All teachers shall be at their door or duty station at 7:40 at the secondary level and 8:45 at the elementary level. Duties shall be assigned on a rotating basis prior to 7:40 and 8:45 and at the conclusion of the student day. The building principal and a representative group of teachers in each building shall determine the level of supervision needed and shall develop a rotating duty schedule. Teachers will be responsible for monitoring students only after 7:40 AM at the secondary level and 8:45 AM at the elementary level.
2. Leaving the Building. Any teacher desiring to leave his/her assigned building prior to the completion of his/her daily schedule and the normal work day shall first secure the permission of his/her building principal or his/her designee. The only exception is during his/her uninterrupted lunch period, at which time he/she shall notify the office.
3. Committee Participation
  - a. Each teacher in the system may serve on a curriculum/instruction committee. Each committee shall be expected to be an on-going action group with responsibilities which may include curriculum development, textbook studies, inservice programs and materials, and equipment selection for new programs. However, no committee shall have the authority to alter any terms or conditions of employment unless authorized by this agreement. The parties further agree that any participation by the Association on these committees shall not be considered as a waiver of bargaining unless authorized by this agreement.
  - b. Committees shall be appointed by the Superintendent, Principal, or the Curriculum Council Chairperson.
  - c. An administrator may be a member of any committee and may act as chairperson if elected by the committee.

- d. Meetings shall be scheduled in a manner whereby one-half (1/2) of the meeting is released school time and one-half (1/2) of the meeting is teacher personal time.
  - e. The teacher workday during in-service days shall not exceed seven (7) hours.
4. Parent-Teacher Conferences. Parent-teacher conference days shall be as follows:
- a. Four (4) one-half (1/2) days or the equivalent shall be designated parent-teacher conference days.
  - b. Conference days may be held, in whole or in part, beyond the regular school day.
  - c. For all conference time held beyond the regular school day on day(s) designated as parent-teacher conference days, there shall be a like amount of time off for teachers.
  - d. Kindergarten may have two (2) fall conference days or the equivalent, and one (1) day or the equivalent for a spring conference. The additional fall conference day will be provided by reducing the number of kindergarten orientation days from three (3) days to two (2) days, where only half the kindergarten students attend each day.
  - e. In the event that a teacher has a scheduling conflict with a parent conference day, the teacher will first make all reasonable efforts to reschedule the conflicting event. If the conflicting event cannot be rescheduled, the teacher will submit the REQUEST FOR ALTERNATE PARENT CONFERENCE FORM (see Appendix C) no later than one week prior to the regularly scheduled conference day.
  - f. This form may also be used in the event of staff illness on parent conference day.
  - g. Failure to complete the alternative parent conference activities may result in loss of pay or the use of sick leave when appropriate.

5. Individual Education Plans

In order to meet the needs of the teaching staff, the parents, the students and the administration regarding IEPs, the Board agrees to hire Substitute teachers two full days per semester in each building who would rotate between classes so the teacher may meet with the parents of students on IEPs.

6. Ad Hoc Committee

An ad hoc committee of equal numbers of representatives from both the Association and the Board of Education will work to develop improved intervention systems for students.

**Article 19. LENGTH OF SCHOOL YEAR**

- A. Annually the school calendar shall include the following:

1. Days with Students. One hundred eighty (180) including two (2) full days or the equivalent for parent-teacher conferences, will be as specified in Article 18, B(4)(a). To compensate staff (district wide) for conference days, staff shall receive one fall compensatory day the Monday after Thanksgiving and one spring compensatory day the Friday before President's Day.
2. One (1) orientation day for new staff members.
3. One (1) day for an opening staff meeting.
4. One-half (1/2) day devoted to teacher inservice and one-half (1/2) day teacher record preparation in the middle of the year. The following options may be used to meet the requirements for this day.
  - a. One-half (1/2) day inservice activities and one-half (1/2) record preparation, as annually scheduled on the school calendar, typically in January or February.
  - b. One-half (1/2) day record preparation and three (3) hours individual professional development activities arranged outside of the school day by the teacher or three (3) hours after school inservice activities provided by the Portage County Educational Service Center or other agency.
  - c. Six and one-half (6 1/2) hours of individual professional development activities arranged outside of the school day by the teacher or after school inservice activities provided by the Portage County Educational Service Center or other agency.
5. One (1) day devoted to teacher record preparation at the end of the second semester.

The last day of the first semester grades K-5 shall be dismissed at 1:00 PM for a teacher record day; grades 9-12 will be dismissed at the conclusion of the exam schedule on the last two days of the semester but no later than 1:00 PM. There shall be no middle school early dismissal on the last day of the first semester.

The last day of the school year grades K-5 shall be dismissed at or before 1:00 PM and grades 9-12 will be dismissed at the conclusion of the exam schedule, but no later than 1:00 PM. There shall be no middle school early dismissal on the last day of the school year.

6. NEOEA Day
  - a. Traditional program<sup>1</sup>; or
  - b. Six and one-half (6 1/2) hours of individual professional activities arranged outside of the

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<sup>1</sup>**Note: Participation in any NEOEA-sponsored program shall be credited for six and one-half (6 1/2) hours, even if the length of the program exceeds six and one-half (6 1/2) hours, unless prior approval is obtained.**

school day by the teacher of after school inservice activities provided by outside agencies.

7. The following general provisions will apply to all options under sections A.4. and A.6. above.
  - a. Teachers will log all hours of participation and turn in logs as completed or by the last teacher work day each school year.
  - b. Individual professional development activities will have the prior approval of the building principal. The principal's decision can be appealed to the Superintendent or his/her designee.
  - c. All in-service and individual professional development activities must be completed by the end of the teacher work year.
  - d. Teachers not meeting the annual requirement shall have a salary deduction on a pro rata basis from the last pay in June.
  - e. Course work for advancement on the salary schedule would not qualify to meet the inservice requirement.

## **Article 20. SCHOOL CALENDAR**

### **A. CALENDAR**

1. The Association may submit a proposed calendar to the Superintendent by December 15 of each year. The Association shall participate in the discussion of calendar proposals.
2. The administration shall present to the Association at least two (2) suggested calendars. Each calendar will specify the date of parent conferences. The one receiving the majority vote of the membership of the Association shall be adopted.

### **B. MAKE-UP DAYS**

The calendar, pursuant to ORC 3313.482, shall include proposed make-up days beyond the days not required for make-up under the ORC. The FLTA may propose make-up days during discussions of calendar proposals. Unless otherwise mutually agreed by the parties, the make-up days shall begin with the first weekday after the last scheduled student day of the school year, and continue on successive weekdays as necessary. Teachers will not be required to work when schools are closed due to hazardous weather public calamity or any of the reasons listed in ORC 3317.01.

## **Article 21. CONTRACT**

- A. A contract or salary notice shall be issued to each member of the bargaining unit no later than the first regular pay in September. The contract or salary notice shall contain the following

information:

1. Names of parties.
2. Term of contract, type of contract (limited or continuing).
3. Annual salary and other compensation.
4. Length of the school year and date, when known.
5. A provision requiring the individual to abide by and maintain the applicable laws and policies of the Board. The individual contract is made subject to the rules and regulations of the Board except to the extent of the conditions of the Master Agreement.

#### **Article 22. HEALTH**

- A. The Board shall require and provide all such tests and examinations as required by Section 3313.71 of the ORC.
- B. The Board may make training sessions in cardiopulmonary resuscitation available to bargaining unit members. Said training will be offered on a strictly voluntary basis.
- C. Smoking or the use of tobacco products.
  1. Smoking or the use of tobacco products in any form by employees shall be prohibited in all school buildings and on school grounds, both before and after the teacher workday, and at all school-sponsored events.

#### **Article 23. LEAVES OF ABSENCE**

##### **A. SABBATICAL LEAVE**

1. The Board may approve leave for professional study or improvement for one (1) or two (2) semesters with partial pay within the regulations as set forth by the ORC (3319.131) and the State Teachers Retirement System (STRS) and under the following Board regulations.
2. The proposed program for leave must be approved in advance. Application, including an outline of the study program or the proposals for professional improvement, must be submitted by July 1 for consideration of leave for the following year for the first semester, and thirty-five (35) calendar days prior to the effective date of such leave for the second semester. A statement of achievement must be submitted at the conclusion of the leave.
3. Approval will be given to those otherwise qualified who have at least five (5) years of expected service before retirement.
4. The amount of pay teachers shall receive while on leave under the provisions of this policy

shall be the difference between the pay to which the teacher would be entitled if service had been rendered during the period of leave and the district base salary BA-0.

5. Such pay shall not preclude the acceptance of fellowships or other sources of supplemental income by the teacher on leave.
6. In determining the pay during the period of leave and the salary after return from leave, the teacher on leave shall be granted increments and any other salary adjustments as though service had not been interrupted, providing the program of professional growth is completed satisfactorily.
7. As a condition of being granted a sabbatical leave, a teacher must agree to teach in the Field Local Schools for a period of time equal in length to his/her sabbatical leave. Failure to do so will require the teacher to refund to the Board all or partial payments received from the Board during the leave period. Such payment shall be made within sixty (60) calendar days from the day of separation of employment with Field Local Schools.
8. The teacher will be eligible for all insurance benefits paid by the Board as though he/she were a full-time certificated teacher. However, no sick leave benefits will occur during the period of sabbatical leave.
9. The number of such leaves granted per year shall be at the discretion of the Superintendent or his/her designee, except that no more than five percent (5%) of the professional staff may be on leave for study or professional improvement at any one time and only when satisfactory substitutes are available.
10. All teachers are to be considered eligible if they meet the following requirements:
  - a. The teacher must hold a standard certification/licensure.
  - b. The teacher must have served in the Field Local Schools for a minimum of five (5) consecutive years.
  - c. Consideration would not be given more often than once for each five (5) years of service, nor leave granted for a second time, when other members of the staff have filed application.
11. Teachers on leave of absence for purposes of professional study or achievement shall notify the Board, through the Local Superintendent or Assistant Superintendent, of their intent to return to teaching in the system. Such notice shall be given prior to April 1. Failure of the teacher to give such notice will result in loss of teaching position.

#### **B. UNPAID LEAVE OF ABSENCE**

1. Upon written request of a teacher, the Board may grant a leave of absence to a teacher, for purposes other than professional study, after three (3) years of continuous service in the District. Such leave shall be without pay, and shall not exceed one (1) school year in length.

A teacher with a continuing contract and six (6) years of continuous service in the system may apply for a leave of absence not to exceed two (2) school years in length. Personal leave shall not be granted to follow a parental leave.

2. The Board shall grant leave where illness or disability is the reason for the request.
3. Upon return to service of a teacher at the expiration of his/her leave of absence, he/she shall resume the contract status, which he/she held prior to such leave.

A teacher who has been on leave of absence shall be returned to the same or similar assignment as held before taking leave.

In the event that the position has been eliminated, the teacher shall be assigned a similar position. In the event that a similar position is not available (open), the teacher shall be assigned to any position for which he/she is certified.

4. Teachers granted such leave may elect to continue as a member of any existing group insurance plans by paying the full group rate premium.
5. Teachers on leave of absence must notify the Board, through the Superintendent, of their intent to return to teaching prior to April 1. Failure to give such notice will result in the loss of a teaching position.
6. A teacher on leave of absence shall be subject to all provisions within Article 33 (REDUCTION IN FORCE).
7. Continuous service will not be interrupted or affected by authorized leaves of absence. Leaves of absence shall not be included in the calculation of years of service in the determination of seniority.

#### C. PARENTAL LEAVE OF ABSENCE

1. Pregnant teachers may use their accumulated sick leave to cover the period they are disabled by pregnancy or related disability. Four (4) leave options are:

##### OPTION A:

Disability absence with paid sick leave during the period of disability only. In this case, the teacher will be guaranteed return of her original assignment, when leave originates and terminates within the same school year.

##### OPTION B:

Disability absence with paid sick leave until sick days are exhausted, followed by an unpaid leave until released by the doctor to work. In this case, the teacher will be guaranteed return of her original assignment, when leave originates and terminates within the same school year.

##### OPTION C:

Disability absence with paid sick leave during the period of disability, followed by an unpaid leave for the remainder of the school year; and, if requested, the following school year under the provisions of Personal Leave (Section B), including return to service.

OPTION D:

Unpaid leave starting before disability period and extending through the school year; and, if requested, the following school year under the provisions of Personal Leave (Section B), including return to service.

2. In place of Parental Leave of Absence (Section C), a teacher may request a parental leave under Section B, Personal Leave of Absence.
3. Adoption
  - a. A teacher adopting an infant child shall be entitled, upon request, to an unpaid leave of absence to commence at any time during the first year after receiving such custody, if necessary, in order to fulfill the requirements for adoption under the provisions of Personal Leave (Section B), including return to service.
  - b. If adoption occurs within the school year, such leave may be for a two (2) year period under the provisions of Personal Leave (Section B), including return to service.
4. General Provisions
  - a. Applications for all parental leaves shall be made at least sixty (60) calendar days prior to expected delivery or thirty (30) calendar days prior to expected disability absence, whichever comes first. Disability verification must be provided by the teacher's physician.
  - b. A teacher extending a parental leave shall notify the Superintendent of his/her intent to extend the leave no later than April 1 of the first year of the leave.
  - c. A teacher on parental leave of absence shall be subject to all provisions of Article 33 (REDUCTION IN FORCE).
  - d. A teacher returning from a parental leave of absence shall be reinstated under the provisions of Article 23 (LEAVES OF ABSENCE), Sections B.3, B.5 and B.7.

D. MILITARY LEAVE

1. Any teacher who is a member of the Ohio National Guard, Ohio Defense Corps, Ohio Naval Militia or other reserve components of the Armed Forces of the United States shall be entitled to a leave of absence from their respective duties without loss of pay for such time as they are in military service on field training or active duty periods not to exceed thirty-one (31) days in one (1) calendar year.
2. Unless a teacher's gross uniformed pay and allowances received in a pay period exceeds the employee's gross teacher salary or if D.1. above applies, who is called or ordered to the

uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the Governor is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following: the difference between the teacher's gross monthly wage or salary and the sum of the teacher's gross uniformed pay and allowances received that month or five hundred dollars (\$500.00).

3. Each teacher entitled to military leave shall submit to the Superintendent the published order authorizing the order to the uniformed services or a written statement from the appropriate military commander authorizing that service, prior to being credited with the leave.
4. If a teacher leaves a teaching position, by resignation or otherwise and within forty days thereafter enters the uniformed services and is honorably discharged, he/she shall be reemployed by the Board under the same type of contract as that which the teacher last held in the district if application to the Board is made according to the Uniformed Services Employment and Reemployment Rights Act of 1994. Upon application, the teacher shall be reemployed at the first of the next school semester if the teacher applies not less than thirty days prior to the first of the next school semester. If the application is made less than thirty days prior to the first of the next school semester, then the teacher shall be reemployed the first of the following school semester, unless the Board waives the thirty day requirement.
5. For the purposes of seniority and placement on the salary schedule, years of absence performing service in the uniformed services shall be counted as though teaching service had been performed during such time.

#### E. ASSAULT LEAVE

1. A teacher who is required to be absent due to disability resulting from an assault, which occurs in the course of and/or as a result of Board employment or attendance at school sponsored functions, will be eligible to receive assault leave. From the date of the assault, the leave will be granted. The leave will not exceed thirty (30) working days. At no time during the leave will a teacher's pay or pay schedule be negatively affected. Fringe benefits for the employee and family will remain in effect during the leave. The teacher is required to submit to the Treasurer a statement of the incident. Such statement shall indicate the nature of the injury; the date of the occurrence; the identity, if known, of the individual(s) causing the assault; and the facts surrounding the assault.
2. The teacher who has been assaulted will complete an application for Worker's Compensation. If the assault leave is more than two (2) consecutive working days, the teacher shall provide a certificate from a licensed physician stating the nature of the disability and its expected duration.
3. Full payment for assault leave, less Worker's Compensation benefits, shall not exceed the teacher's per diem rate of pay and will not be approved for payment unless the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of

employment under Ohio Revised Code 3319.16.

4. Where the teacher exhausts the assault leave, he/she may start the use of sick leave. The teacher would then use sick leave until he/she exhausted accumulated time or until he/she could maximize his/her STRS benefit because of disability or because of age. If the teacher's employment by the Board ceases, this provision shall no longer apply.
5. Extensions of the above provisions may be granted by the Superintendent.

#### F. JURY DUTY LEAVE

1. When a jury summons is received, the Superintendent shall be notified promptly.
2. If an employee serves as a juror, the compensation he/she receives for his/her services after expenses for mileage and parking will be deducted from his/her regular salary payment. It is the employee's responsibility to inform the Superintendent in writing of the amount he/she has received. This report will be approved and transmitted to the Treasurer. The mileage rate current IRS rate.
3. The reimbursement paid for parking expenses and mileage shall not exceed the amount of compensation, if any, the employee receives for services as a juror.

#### G. PROFESSIONAL LEAVE

If a teacher is elected to an office of the state or nation a professional education organization which is a full-time office, said teacher shall be granted an unpaid leave of absence for the term of service. Upon return to service of a teacher at the expiration of his/her leave of absence, he/she shall resume the contract status which he/she held prior to such leave. A teacher who has been on professional leave of absence shall be returned to the same or similar assignment as held before taking leave. In the event that the position has been eliminated, the teacher shall be assigned a similar position. In the event that a similar position is not available (open), the teacher shall be assigned to any position for which he/she is certificated. Such leave shall not interrupt years of service for seniority and salary placement.

#### H. FAMILY MEDICAL LEAVE

1. Bargaining unit employees who have worked for the District for at least eight hundred and sixty hours (860) hours in the preceding twelve (12) months are eligible for up to twelve (12) weeks of unpaid leave during any rolling twelve-month period for any of the following four (4) reasons: the birth of a child and child care; placement for adoption or for foster child; serious illness of a spouse, child or parent; and for personal serious illness. A spouse, son, daughter, parent or next of kin may take up to 26 work weeks of leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness.
2. The Board will continue the group health plan including hospitalization and major medical, dental, prescription card and life insurance coverage during the family leave. The employee

will be responsible for the employee's share of the premium, if any.

3. The Board will reinstate the employee to the exact same position upon return from the Family Medical Leave when the leave originates and terminates within the same school year.

If the leave extends beyond one school year, the employee shall be returned to the same or similar assignment as held before taking leave. In the event that the same or similar position is not available, the employee shall be assigned to any position for which the employee is certified.

4. Other benefits accrued prior to the leave will be maintained.

5. Intermittent Leave and Reduced Leave.

- a. Intermittent leave is leave taken in separate blocks of time due to a single illness or injury and may include leave of periods as short as those used by the District for sick and personal leave, up to several weeks. Examples include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

- b. Reduced leave is a leave that reduces an employee's usual number of working hours per work week or hours per work day. Reduced leave is a change in the work schedule for a period of time. The Board reserves the right to transfer the employee to a different schedule that better accommodates the leave and work duties during the period of reduced leave.

- c. The employee is eligible for the equivalent of sixty (60) times the normal number of hours in the work day [the equivalent of twelve (12) weeks off] during a twelve-month period, subject to the following:

- (1) The employee must make reasonable efforts to schedule treatments to minimize disruptions.

- (2) The employee must provide reasonable advance notice.

- d. Unless agreeable to the Board, intermittent leaves and reduced schedules are not available for the birth of a child or placement for adoption of a foster child.

6. If both spouses are employed by the Board, the combined entitlement is limited to twelve (12) weeks when the leave is for the birth of a child, placement for adoption or foster child, or the care of a parent. The combined entitlement is not limited to twelve (12) weeks when the leave is for the illness of a spouse or child, or the illness of the employee.

7. Leaves for the birth of a child, child care, placement for adoption and/or foster parenting must be requested within one year of the date of birth or date of placement or adoption, and thirty (30) days or as soon as possible in advance of the requested start of the leave.

8. As used in this section of the Family Leave and Medical Act, parent(s), son(s), daughter(s), includes biological, step, adopted or foster, and serious illness includes both mental and physical illnesses.

The Board may request medical verification and certification of the need to be off; including second and in some cases a third medical opinion. The second and third opinion would be at Board expense.

9. The Board may request periodic assurances while the employee is on leave and/or certification that the employee can resume duties upon return to work.
10. The Board may recover the cost of insurance premiums if the employee does not return to work, unless continued illness, the death of the employee or family circumstances prevent the employee from returning.

#### **Article 24. SICK LEAVE**

- A. Each full-time teacher shall be entitled, for each month of service, to sick leave accrual of one and one-fourth (1 1/4) days. Teachers may use sick leave upon approval of the responsible administrator, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illnesses, injury, or death in the teacher's immediate family. Sick leave may also be used to care for newly adopted children under two (2) years of age to a maximum of twenty (20) days. Full-time teachers accrue to their credit fifteen (15) sick leave days per school year.

The "immediate family" is defined as a member of the family of the employee including his/her spouse, children, parents, siblings, and relative living in the household.

- B. In the event of a death in the family of the bargaining unit member, sick leave may be used. "Immediate family" for this purpose shall be defined as their spouse, child, parent, sibling, grandparent, grandchild, corresponding in-laws, aunt, uncle, niece, or nephew. Sick leave may also be used for step-child, step-parent, step-sibling, step-grandparent and step-grandchildren and corresponding in-laws.
- C. Teachers who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the time and rate as that granted full-time members of the bargaining unit.
- D. The Superintendent or designee shall require a teacher to furnish a satisfactory statement on Affidavit of Absence (Appendix C). If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when consulted.
- E. The accumulation of sick leave shall be unlimited.
- F. Each new teacher shall be advanced five (5) days sick leave credit at the beginning of the school year. If illness requires the teacher to use the full amount of credit before four (4) months of service have been completed, such teacher may not lawfully be advanced additional

sick leave credit. The five (5) day advance is to be deducted from the future accumulation of sick leave credit the teacher earns on the basis of completed months of service under provisions of the Uniform Sick Leave Law (Reference: ORC 3319.141).

#### G. SICK LEAVE TRANSFER

1. When a bargaining unit member has a catastrophic illness, defined as a severe illness requiring prolonged hospitalization or recovery and has exhausted all of his/her accumulated sick leave and additional days are still needed, the bargaining unit member may request that additional days be transferred from sick days that have been donated for this purpose.
2. The bargaining unit member seeking additional sick days shall supply a physician's statement that specifically states that the bargaining unit member has a catastrophic illness. The bargaining unit member agrees to provide the Board with written authorization meeting HIPAA requirements to allow the Board to access medical information that will assist in processing the request for additional days.
3. Each bargaining unit member may donate only one sick day per year. If the bargaining unit member has less than thirty (30) accrued sick leave days, the bargaining unit member is not eligible to donate a sick leave day.
4. To donate a sick leave day, the bargaining unit member must complete the form found at Appendix G and submit the form to the Treasurer's office. The form donating sick leave days may be submitted to the Treasurer's office any time during the school year.
5. No sick leave days will be transferred from the donor until a bargaining unit member requests the additional sick leave days. After the Treasurer's office receives the request, the Treasurer shall transfer one day from the bargaining unit member with the highest accumulated leave and continue down the list from highest to lowest accumulated leave. From year to year, the Treasurer shall continue down the list until the list is exhausted. A member can cancel deductions at any time by completing Appendix G.
6. The number of transferred days shall not exceed the number the bargaining unit member requested or used.
7. Bargaining unit member must use transferred days before the Board will advance any days.

#### H. INCENTIVE FOR ATTENDANCE

As an incentive for attendance, staff shall receive the following:

- A bargaining unit member who misses no days for personal leave or sick leave during the first semester will be given a stipend of \$200.00.
- A bargaining unit member who misses no days for personal leave or sick leave during the second semester will be given a stipend of \$200.00.

Stipend payments shall be made the second pay after the close of each semester.

**Article 25. PERSONAL LEAVE**

- A. All teachers shall be granted (2) personal leave days for the 2013-2014 school year. Effective July 1, 2014 the three contractual personal days shall be reinstated. All teachers shall be granted three (3) personal leave days per year, without salary deduction or other penalty, to be used for emergency purposes or other business which cannot be performed outside of the school day, provided that permission has been requested at least three (3) calendar days in advance of leave. In an emergency precluding advanced request, the teacher may utilize the same procedure as appropriate for sick leave notification and file the request immediately upon return.
- B. All three (3) days shall be unrestricted.
- C. If a personal leave day is requested immediately preceding or following a school holiday, workshop, or vacation, the teacher's request shall be allowed provided (1) he/she specifies the reason in writing and (2) the reason is acceptable to the Superintendent granting approval.
- D. Personal leave shall only be used in increments of a full day(s) or a half day(s); may be used for any scheduled work day; and may be used successively, if necessary.
- E. All requests, except those for emergency leaves, shall be submitted at least three (3) days before requested date.
- F. Unused personal leave days shall revert to sick days at the end of each school year.

**Article 26. PROFESSIONAL ACTIVITIES**

- A. All teachers are expected to participate in professional activities of educational organizations, which operate for the benefit of the school. These include membership and holding office in professional organizations, participation in curricular studies, and educational leadership in experimental programs.
- B. The teachers will be provided opportunities to increase their professional competence through attendance at conferences and conventions.
- C. Teachers granted permission to attend meetings of state and national professional organizations related to their field of teaching shall be reimbursed for expenses incurred according to the established guidelines.
- D. Teachers, through their building principal, shall submit their request and rationale for participating in such activity to the Superintendent or his/her designee, upon the proper forms.
- E. Permission to attend such meetings must be approved by the principal of the building and the Superintendent or his/her designee.

- F. Approval of the request will be based upon consideration of the appropriateness of the activity in relation to system needs, number of teachers making such a request, and funds available.

G. PROFESSIONAL VISITS TO OTHER SCHOOLS

The Superintendent or his/her designee may grant teachers one (1) day to visit other schools or attend college conferences without loss of pay. The Board shall pay the substitute for the day that the teacher is absent; however, the teacher must provide his/her own expenses. All visits should be made prior to May 1.

**Article 27. STAFF MEETINGS AND INSERVICE PROGRAMS**

- A. It is expected that inservice meetings will be scheduled at various times during the school year as appropriate needs and topics reveal themselves. Adequate notification shall be given to the teachers.
- B. There shall be a minimum of one (1) regularly-scheduled building meeting each month. These meetings shall not exceed forty-five (45) minutes in length from inception, unless mutual agreement has been made between the building principal and the building representative prior to the meeting.
- C. Additional meetings shall be scheduled as mutually agreed to by the building principal and the building representative, emergency meetings excepted.
- D. Department meetings are to be held monthly.
- E. Teachers are expected to attend scheduled meetings.

**Article 28. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

A. PURPOSE

The Board and the Association agree to create, pursuant to S.B. 230, a Local Professional Development Committee (hereinafter referred to as "LPDC"). The purpose of the Field Local LPDC is to oversee, review, and rule on Individual Professional Development Plans (IPDP) for course work, continuing education units, and/or other equivalent activities, and to determine whether the course work that the certified/licensed personnel proposes to complete meets the requirements of the educator licensing rules. The LPDC shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

B. COMMITTEE COMPOSITION AND SELECTION

- 1. The committee shall be comprised of a minimum of five (5) members as follows:
  - a. A majority of members shall be teachers who shall be selected by the Association

President.

- b. The remaining members may be a combination of administrators from the central district office and/or from the building level who shall be selected by the Superintendent. An effort will be made to have representation from all levels.
- c. Each committee member must have a minimum of three (3) years of professional experience and demonstrate a belief in lifelong learning.

#### C. TERMS OF OFFICE

1. The term of office for members serving on the committee shall be for two (2) years from July 1 through June 30th. The initial terms of office shall be staggered as follows:
  - a. 1 teacher and 1 administrator = 3 years
  - b. 2 teachers and 1 administrator = 2 years
2. A member can only serve two (2) consecutive terms.

#### D. VACANCIES

1. A teacher committee member vacancy shall be filled by the Association President.
  - a. The president will post the vacancy following the procedure in Article 9.B.3.a.
  - b. The president will attempt to select members so that there are two secondary and two elementary representatives.
2. An administrator vacancy shall be filled by an administrator appointed by the Superintendent, and may be filled by the Superintendent him/herself.
3. An individual selected or appointed to fill such a vacancy prior to the end of the expiration of a term for which the predecessor was elected shall hold office as a member for the remainder of that term.

#### E. CHAIRPERSON, SECRETARY/RECORDER, AND ALL OTHER COMMITTEE MEMBERS

1. The Chairperson and Secretary/Recorder shall be elected by a written majority vote of the LPDC. Anyone interested in serving in these capacities may self-nominate.
2. The Chairperson shall be elected for a two-year term. These terms shall run from July 1st to June 30th. The Secretary/Recorder shall be elected for a one-year term.
3. Co-chairs are an option that can be determined by the LPDC.
4. There shall be an administrative alternate appointed by the Superintendent who shall act in ex officio capacity when one committee administrator is not available.

5. In addition to the Chairperson and Secretary/Recorder, the remaining committee members may elect one of their members by voice vote to act in any of the following capacities:
  - a. Chair(s), in the absence of the Chair(s).
  - b. Staff information contact person(s).
  - c. Reviewers of IPDPs.
6. Additional officers may be selected at the discretion of the committee.

#### F. TRAINING

1. Committee members shall be given paid release time to attend training at the discretion of the Superintendent if such training occurs during the regular school day.
2. LPDC members shall be reimbursed for mileage, meals, lodging, parking and registration at District-approved rates to attend relevant training offered that is pre-approved by the Superintendent.

#### G. MEETINGS

1. The LPDC will meet on a designated day of the month during the school year. A schedule shall be determined at the initial meeting of each year and shall be posted in each building.
2. All LPDC meetings shall be held either before or after the school day at the published location.
3. During the months of June, July, and August, the committee will meet on an "as needed basis". The Chairperson reserves the right to cancel a meeting during the summer months if no plans are submitted during a particular month.

#### H. DECISION MAKING

1. Decisions shall be made by a majority vote of the committee members present and voting.
2. In the event the committee consists of seven (7) members, decisions shall require a quorum of five (5) LPDC members. In the event the committee consists of five (5) members, decisions shall require a quorum of three (3) LPDC members.

#### I. STORAGE OF RECORDS

1. The Administrative Office shall keep all LPDC membership records up to date, maintain a mailing list of all members, and an accurate record of renewals of certificates and licenses. These records shall be kept in the Board offices.
2. The LPDC shall keep and retain records of its meetings, decisions, and recommendations.

3. It is the educator's ultimate responsibility to keep his/her certification/licensure records accurate.

J. LPDC RELEASE TIME

Committee members shall be given paid release time each year at the Superintendent's discretion.

K. APPEALS PROCESS

1. If the LPDC rejects an educator's IPDP, the individual shall be given the reason(s) for the rejection.
2. An educator whose IPDP is rejected by the LPDC may request reconsideration by submitting a revised plan or more detailed supportive materials to substantiate the legitimacy of their original plan within ten (10) working days of receipt of the LPDC's decision. The LPDC shall reconsider the request and vote to approve or disapprove the IPDP within thirty (30) days after receipt of the request.
3. If the LPDC votes to disapprove the educator's IPDP, an appeal may be made within seven (7) days of the LPDC's decision to the Appeals Committee which shall consist of the following members:
  - a. One certificated/licensed educator selected by the educator.
  - b. One certificated/licensed educator selected by the LPDC.
  - c. One certificated/licensed educator mutually agreed upon by the educator and the LPDC.

L. MISCELLANEOUS PROVISIONS

1. The LPDC shall not have the authority to revise, change, delete, or modify any Article/provision of this Agreement.
2. The evaluation process set forth in Article 30 of this Agreement is not related to the process set forth above.
3. One year's participation on the committee is equivalent to one semester hour toward licensure/certification renewal.

**Article 29. PROFESSIONAL PERSONNEL RECORDS**

A. Teachers' personnel records may include:

1. Application for employment, including references.

2. Copy of latest contract.
  3. Copy of latest salary notice.
  4. Sick leave and other leave records.
  5. Teaching certificate.
  6. Personal and professional data forms.
  7. Transcript of college credits.
  8. Record of military service.
  9. Record of tuberculosis testing.
- B. All copies of items included in the personnel file shall contain a date and the source of the information.
- C. A teacher shall be provided reasonable access to his/her personnel file so as to read any material in the personnel file excluding confidential letters of reference. Such opportunity shall be provided within seven (7) calendar days after receipt of such request to the Superintendent's office. A representative of the teacher may view the teacher's file upon written authorization from the teacher. The teacher shall acknowledge that he/she has read the material by affixing his/her signature and date to the copy to be filed. The signature shall not indicate agreement with the material but indicate only that the material has been inspected by the teacher. The teacher shall also have the opportunity to reply to such critical material in a written statement to which the Superintendent or his/her designee will initial as acknowledgement that he/she has read the teacher's reply. This signed copy shall be attached to the filed copy.
- D. Anonymous letters or materials shall not be placed in a teacher's personnel file.
- E. If any bargaining unit member disputes the accuracy or completeness of personnel information pertaining to him/her, he/she may submit a memorandum to the Superintendent explaining the alleged inaccuracy. If, upon investigation, the Superintendent sustains the bargaining unit member's allegation, the Superintendent will remove the inaccurate material from the personnel file or correct the inaccuracy.
- F. An employee may submit a written request to remove a written reprimand from his/her file after one year. A panel including the Superintendent or designee, Principal of the building where the employee currently teaches for the majority of his/her day and two FLTA members will review the request within 30 days of the request. If consensus is not reached, the Superintendent makes the final decision. If the request is denied, the member may resubmit the request the following year or thereafter. The final decision is nongrievable.

### **Article 30. TEACHER EVALUATION PROCEDURES**

The Board and Association acknowledge that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

*Until three years of student performance data is collected, beginning with student performance data from the 2012-2013 school year, all decisions concerning retention, promotion, removal, reduction or recall of any teacher shall be made on the basis of the teacher OTES performance rubric of the evaluation and previous evaluations.*

#### **A. APPLICATION**

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 Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
  2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.
  3. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.
  4. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
- B. Not later than September 15 of each year, or in the case of a reassigned or new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of the evaluator, the evaluation procedure and forms to be used.

#### **C. DEFINITION OF OBSERVATION AND EVALUATION**

1. An Observation and Evaluation Cycle shall consist of two pre-observation meetings two formal observations of at least thirty consecutive minutes, two post-observation meetings following the first observation, and one summary evaluation meeting. The second post-observation meeting may be combined with the summary evaluation meeting if the report is completed. No bargaining unit member shall be evaluated more than once per school year, absent those being considered for non-renewal following the second observation.
2. A teacher's performance shall be assessed based on criteria set forth in the Evaluation Instrument, Appendix B.5 of this Agreement.

3. No teacher shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance of the teacher. Additionally, walk-throughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section.

There shall be one evaluation which must occur by May 1 with a written report by May 10.

#### D. EVALUATORS

1. The person responsible for assessing a teacher's performance is the building administrator (principal or assistant principals). K-5 principals/assistant principals may evaluate any K-5 teachers. However, the pupil services director may evaluate intervention specialists only. The curriculum director may evaluate in his/her area of certification/licensure or if requested by a teacher. Teachers at Falcon Academy will be evaluated by an elementary principal, Pupil Services Director or Curriculum Director as outlined above. All evaluators shall hold the licenses set forth in O.R.C. §3319.01 or 02.
2. If an employee has more than one supervisor, one supervisor shall be designated as the evaluating supervisor.
3. An evaluator shall be selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.

#### E. OBSERVATIONS

##### 1. Schedule of Observations

A minimum of two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

##### 2. PRE-OBSERVATION MEETING

A pre-conference will be held for each observation between five (5) and one (1) working days prior to the observation in order for the teacher to explain plans and objectives for the class to be observed.

##### 3. OBSERVATION OF TEACHER PERFORMANCE

###### 1. Teacher's Role

Provide the evaluator with the lesson plan, text, and other material pertinent to the lesson.

## 2. Evaluator's Role

- a. The observation results will be documented on the Form (Appendix B-5).
  - b. The evaluator shall complete a copy of the Form (Appendix B-5) for each observation performed.
3. All monitoring or observation of the performance of the teacher during the observation process shall be conducted with the teacher's knowledge.

## F. POST-OBSERVATION CONFERENCE AND REPORT

1. A conference will be held with the teacher after each observation in each evaluation. The conference shall be conducted within five (5) working days of the observation, unless the administrator or teacher is absent or another time is mutually agreed to by the teacher and evaluator.

## G. WALK THROUGHS

1. A walk-through/informal observation conducted as follows:
  - a. The walk-through shall be no more than fifteen (15) consecutive minutes in duration.
  - b. Walk-throughs shall be done using a consistent form across the District (Appendix B-6, Page 1 or 2).
  - c. A copy of the walk-through form including all scripted and/or anecdotal documents relative to the walk through will be given to the teacher within two (2) days of the walk-through.
  - d. Evaluators shall conduct a minimum of five (5) and no more than seven (7) walk-throughs on the teacher being evaluated.
2. A teacher may request, and will be granted, up to two (2) additional walk-throughs.
3. Walk-throughs shall be conducted by the assigned evaluator.

## H. WRITTEN EVALUATION

1. All observations, walk-through documentation and other documented items (previously discussed and substantiated with the teacher) will be consolidated into the written report on the Evaluation Form. (Appendix B-5) This shall be given to the teacher and a conference shall be held between the teacher and evaluator within ten (10) days of the observation unless a different time is mutually agreed to. The teacher should be aware of the contents and use of forms.
2. A copy of the report is to be provided to the teacher and sent to the Superintendent's Office for inclusion in the personnel file of the teacher.

3. 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 should then 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. Should the report contain improvements needed, they shall be specific, and include, measurable objectives and specific assistance teacher will be given by administrator.
4. The Board shall evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every two school years unless the teacher requests more frequent evaluations. In that case, the biennial evaluation shall be completed by May 1, with a report by May 10.
5. If the teacher refuses to sign, the document shall be placed in the teacher's file without his/her signature. Should a teacher disagree with an Observation or the Evaluation, the teacher may file a written response within ten (10) school days of receipt which shall be attached to the appropriate form.

#### I. IMPROVEMENT PLAN/IDENTIFICATION OF DEFICIENCIES

1. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. Improvement plans will be developed in response to an ineffective rating. The plan must specify areas of improvement and guidance and support needed to assist the teacher to improve. (Appendix B.7)
2. A minimum of a nine (9) week period of time given to the teacher to meet the requirements, target dates and dates of review of the plan.
3. Deficiencies Identified through Formal Observations
  - a. Observations resulting in identification of performance deficiencies shall be followed within five (5) days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post observation conference.
  - b. The assigned evaluator is responsible to assist the teacher in correcting identified deficiencies.
4. Evaluator's Role:
  - a. Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the OTES rubric.
  - b. Specify, in writing, the desired level of performance that is expected to improve and a

reasonable period of time to correct the deficiencies.

- c. Work with the teacher to develop and implement a written plan for improvement, including measurable objectives to address deficiencies, that will be initiated immediately and includes resources and assistance available.
- d. Determine additional education or professional development needed to improve in the identified area(s).
- e. Gather evidence of progress, or lack of progress, through additional observations, walk-throughs, or meetings as outlined in the Improvement Plan.

5. Teacher's Role:

- a. Work with the evaluator to develop and implement the written improvement plan.
- b. Provide documentation of completion of actions taken toward improvement as outlined in the improvement plan.
- c. Not later than May 10 of the school year, the evaluator of record will complete a final evaluation report, meet with and provide a copy of it to the teacher. If the final report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the teacher will be returned to a non-improvement plan status.
- d. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the remediation plan, the teacher may request a representative to facilitate further discussion between the teacher and the evaluator.

J. EXTENDED LIMITED CONTRACT TEACHERS BEING CONSIDERED FOR NON-RENEWAL

1. A minimum of three (3) formal observations of each teacher who is under consideration for non-renewal or who is working under an extended limited contract shall be performed according to the guidelines set forth in this provision.
2. The Board of Education shall notify any teacher being considered for non-renewal for the next school year in writing by May 15.

K. PROFESSIONAL GROWTH PLAN

1. Professional growth plans shall be developed as follows:
  - a. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from a list of available evaluators for the evaluation as set forth in the collective bargaining agreement. (Appendix B.7)

- b. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation as set forth in the collective bargaining agreement.
- 2. Professional growth for a school year shall be developed no later than October 30 based on the prior year's evaluation.
- 3. Professional growth and improvement plans shall be reflective of the data available and include: describe the specific performance expectations, resources and assistance to be provided.
  - a. Identification of areas(s) for future professional growth.
  - b. Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice.
  - c. Outcomes that will enable the teacher to increase student learning and achievement.

L. DUE PROCESS

- 1. The teacher may appeal an evaluation if they disagree with, the rating of performance and/or the written report, or overall, rating of effectiveness to the Superintendent. If no remedy is found, the teacher may utilize the grievance process.
- 2. A teacher shall be entitled to union representation at any conference held during this evaluation procedure or at any time in which the teacher will be advised of an impending adverse personnel action.

- M. The evaluation committee shall continue its work to develop the forms and rubrics and student growth measures for evaluation. Once complete, the negotiation teams shall meet to bargain to agreement an MOU for contract inclusion. If the evaluation committee does not complete its work by August 1 the negotiating team will meet to bargain the language.

All employees not included in the above evaluation model shall be evaluated with the current evaluation contained below:

N. TEACHERS TO BE EVALUATED

- 1. The Evaluation and Observation schedule for teachers with a one-year Limited Contract shall consist of two (2) complete cycles each year.
- 2. The Evaluation and Observation schedule for teachers with a three-year Limited Contract shall consist of two (2) complete cycles in the third year of the contract.
- 3. The Evaluation and Observation schedule for teachers with a five-year Limited Contract shall consist of one (1) complete cycle in the third year and two (2) complete cycles in the fifth year of the contract.

4. Continuing Contract shall consist of one (1) cycle every third year.
5. The two pre-observations, the two observations, and the first post observation of the first cycle shall be completed no later than January 15th.
6. The summary evaluation of the first cycle shall be completed no later than January 25th.
7. The two pre-observations, the two observations, and the first post observation of the second cycle shall be completed between February 10th and April 1st.
8. The summary evaluation of the second cycle shall be completed no later than April 10th.

O. EVALUATORS

Only those persons holding the licenses set forth in O.R.C. §3319.111 shall evaluate teachers.

P. PRE-OBSERVATION MEETING

A conference will be held for each observation between five (5) and one (1) working days prior to the observation.

Q. OBSERVATION OF TEACHER PERFORMANCE

1. Teacher's Role

- a. Provide the evaluator with the pre observation form (B1) lesson plan, text, and other material pertinent to the lesson.
- b. If the observation has been scheduled well in advance, do not plan a lesson that involves testing, showing of movies, or performance of an activity which does not reflect the normal student-teacher interaction.

2. Evaluator's Role

- a. The observation results will be documented on the Teacher Classroom Observation Form (B2).
  - b. The evaluator shall complete a copy of the Teacher Classroom Observation Form (B2) for each observation performed.
3. All monitoring or observation of the performance of the teacher during the observation process shall be conducted with the teacher's knowledge.

R. POST-OBSERVATION CONFERENCE AND REPORT

1. A conference will be held with the teacher after the first observation in each evaluation cycle.

The conference shall be conducted within ten (10) working days of the observation, unless the administrator or teacher is absent.

2. The teacher and evaluator should evaluate the classroom situation in relation to the areas of evaluation established within the observation, the Pre-Observation Form, and OEC RUBRICS (B3) Areas 1-4.
3. The evaluator should:
  - a. Lead the discussion concerning the evaluation.
  - b. Discuss other problems of interest to the teacher.

#### S. SUMMATIVE EVALUATION CONFERENCE AND REPORT

1. Scores on the summative evaluation each cycle shall be an average of the scores for observation one and observation two. A conference will be held following each summative evaluation. The conference shall be conducted within ten (10) working days of the observation, unless the administrator or teacher is absent.
2. All observations and other documented items will be consolidated into the written report on the Teacher's Summative Evaluation Form (See Form B4). The teacher should be aware of the contents and use of forms B2 and B4. Teachers should also be aware of the content and use of the OEC RUBRICS (B3).
3. A copy of the report is to be provided to the teacher and sent to the Superintendent's Office for inclusion in the personnel file of the teacher.
4. The evaluation shall be recorded through objective and subjective means as set forth in the OEC RUBRICS (B3), Areas 1-5.
5. If dissatisfied with the report, the teacher may ask for another observation and conference. This additional observation shall not impact the timelines outlined in Section B.
6. This written report of the results of the evaluation and observation cycle shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.
7. The documentation shall be signed by the individual to signify his/her notification that this item will be placed in the file, but not that the teacher necessarily agrees with the documentation. If the teacher refuses to sign, the document shall be placed in the teacher's file without his/her signature. Should a teacher disagree with an Observation or the Summative Evaluation Form, the teacher may file a written response within ten (10) school days of receipt which shall be attached to the appropriate form.

#### T. OHIO REVISED CODE

It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding evaluation addressed in the Ohio Revised Code 3319.111.

**Article 31. RESIDENT EDUCATOR PROGRAM**

**A. PURPOSE**

The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring, coaching and guidance to foster professional growth of the individual, and assessment of the performance of beginning teachers and other bargaining unit members who require a license as defined by the Ohio Department of Education and meet all the requirements of the Ohio Resident Educator Program.

**B. DEFINITIONS**

1. Resident Educator Program. A four-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the program is required to advance to a five-year professional educator license.
2. Mentor. A member of the bargaining unit who is trained and assigned to provide professional support to a resident educator following the guidelines of the Resident Educator Program.
3. Resident Educator. A bargaining unit member under a resident educator license.
4. Formative Assessment is diagnostic to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of the individual professional achievement.

**C. MENTORS FOR YEAR ONE RESIDENT EDUCATORS**

**1. Qualifications**

- a. The mentor teacher must have continuing contract status and have a minimum of five (5) consecutive years of teaching experience, three (3) years in the district.
- b. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education.
- c. The mentor teacher must hold a valid teaching certificate/license and may be assigned to the resident educator with the same area of certification/license.
- d. The mentor 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 and must submit an application to the superintendent or his/her designee annually.

## 2. Selection

Selection shall be made after submission of an application to the superintendent or his/her designee. Mentor candidates may be interviewed as part of the selection process. When matching mentors to resident educators, certificate/license in the same grade level or subject area will be considered. (Appendix H)

## 3. Training

Mentor teachers shall be provided the State of Ohio required training.

## 4. Responsibilities

- a. The mentor teacher shall carry out the Resident Educator Program requirements as developed by ODE.
- b. Consult with, observe and otherwise assist the assigned resident educator teacher on a regular basis within the instructional day. Observe the year one (1) resident educator teacher at least two (2) times per year and the year two (2) resident educator one (1) time per year. The district shall assign a substitute teacher to cover the mentor's classes for observations and meetings.
- c. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal setting agreement) protocols to support the resident educator.
- d. The mentor will attend up to five (5) local/regional mentor network meetings as assigned by the coordinator. One of the meetings with the coordinator shall occur prior to the start of the school year.
- e. The mentor will submit a log of all meetings signed by both the resident educator and the mentor. The log will be submitted to the program coordinator.

## D. COMPENSATION

1. The maximum number of year one resident educators a mentor teacher may have is two (2) per year.
2. In addition to the mutually agreed upon release time, each mentor teacher shall receive a stipend for each resident educator. The stipend is to be paid upon completion of the mentoring requirements.
  - a. Year 1 resident educator mentors 5% of the base.
  - b. Year 2 resident educator mentors 5% of the base if one-on-one assignment; 2.5% of the base for each resident educator if in a cohort. No more than four (4) resident educators in a cohort.

- c. Year 3 resident educator mentor 2.5% of the base for each resident educator if in a cohort. No more than four (4) resident educators in a cohort.  
  
Stipend to be determined if resident educator is assigned a state trained facilitator.
  - d. Year 4 resident educator facilitator stipend to be determined.
3. The district will pay the training fees required for mentors to receive the mandatory ODE state mentoring training.

**E. YEAR ONE (1) RESIDENT EDUCATOR**

- 1. The mentor shall provide each resident educator initial orientation on the following matters:
  - a. The pupils and community to be served;
  - b. School policies, procedures, and routines;
  - c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
  - d. The layout of the facilities of the assigned school building(s);
  - e. The nature of the Resident Educator Program which will be provided; and
  - f. Additional information a resident educator may need to be adequately prepared for a specific assignment.
- 2. The mentor shall provide each resident educator the following:
  - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
  - b. Assistance with the management tasks identified as especially difficult for beginning teachers; and
  - c. Assistance in the improvement of instructional skills and classroom management; and
- 3. The resident educator shall be provided release time each year for the purpose of observing classes, attending recommended workshops and assessment preparation as deemed necessary by the program coordinator or building principal.
- 4. The resident educator is not required to complete an IPDP or to utilize the LPDC process.

5. An effort will be made by the administration to assign an equitable workload/schedule to the resident educator.

F. YEAR TWO (2), THREE (3) AND FOUR (4) RESIDENT EDUCATOR

Follow all Ohio Department of Education rules and requirements.

G. PROTECTIONS

1. 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 the resident educator's evaluation.
2. No resident educator shall be required to remain in the Resident Educator Program after advancing to a professional educator license.
3. In the event that the district does not comply with the Resident Educator Program, the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or interaction(s) of the District.
4. Mentor teachers shall not participate in the evaluation of any resident educator.
5. All interactions, written or oral, between the mentor teacher and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as mentor teacher.
6. Any changes to the mentoring assignment will be handled on a case by case basis by the program coordinator and/or administrator.
7. Mentor teachers and resident educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
8. Mentor teachers shall communicate directly with the resident educator(s) and shall not discuss/report the performance and progress of the resident educator with any administrator, assessor or other teacher.
9. No mentor teacher shall participate in any informal or formal evaluation of the resident educator, nor make, be requested or directed to make any recommendations regarding continued employment of the resident educator.
10. The regular evaluations of the mentor teachers shall not be affected in any aspect by the Resident Educator Program or its demands.
11. Resident educators shall be provided all due process provisions allowed by the master agreement and ORC.

12. Resident educators will be placed on the appropriate step and column of the negotiated salary schedule.

#### H. PROGRAM REVIEW/REVISIONS

Mentor teachers and resident educators may meet as a group with the program coordinator and/or administration prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the association and the superintendent not later than May 1<sup>st</sup>.

### **Article 32. CONTRACTS, DISMISSAL, AND DOCUMENTATION**

#### A. CONTRACTS

1. All new teachers shall receive a one (1) year limited contract. The first two (2) renewals for teachers not eligible for continuing contract status should generally be one (1) year limited contracts; however, when a teacher has demonstrated outstanding teaching ability, that teacher may be awarded a multi-year contract during his/her first or second renewal.
2. Effective July 1, 1995 and thereafter, in order to qualify for a multi-year limited contract, a teacher must have been issued three (3) one-year limited contracts in full-time status as defined below. Upon successful completion of the third one-(1) year limited contract, full-time teachers whose work has been satisfactory shall receive either a three (3) or five (5) year limited contract. For purposes of this Article 32, Section A(2), "full time" shall mean a bargaining unit member whose work week exceeds twenty-one and one-half (21.5) hours. This time shall include all instructional, duty and planning periods. In addition, all teachers whose work has been satisfactory during a multi-year [three (3) or five (5)] contract shall be awarded a five (5) year limited contract.
3. Any teacher who becomes eligible for a continuing contract during the term of a multi-year contract or at the end of a limited contract must notify his/her building principal by October 1 of the school year in which the teacher will become eligible for a continuing contract. Said teachers' names shall be placed on the next April Board Agenda. The teacher shall not be required to complete the multi-year contract before a continuing contract is granted. However, failure to give notice prior to October 1 in the school year of eligibility will result in the teacher waiting an additional year to be granted a continuing contract.
4. A teacher whose work has been unsatisfactory during a multi-year contract may be, in the last year of the contract:
  - a. Non-renewed; or
  - b. Issued a contract of a lesser duration than the one he/she held previously. Should the term of the multi-year contract be reduced, the rationale and reasons for this contract reduction will be provided to the teacher and shall be reflected on his/her evaluation(s). The teacher shall be provided assistance to overcome any deficiencies which led to the reduction in contract status.

5. Prior to recommendations being made relative to the length of limited contract renewal, the administrator making the recommendations should meet with the teachers to make them aware of his/her recommendations.
6. In cases where the renewal recommendation on the part of the administrator is less than what the teacher could normally expect, it is imperative that this be done. Target objectives leading toward improvement can be set at this time—a step critical to an effective and constructive evaluation program.

## B. DISMISSAL

### 1. Non-renewal

- a. Non-renewal of contract shall be preceded by written notification to the teacher from the Board stating the intent to consider non-renewal of contract. Teachers being so notified of non-renewal of contract shall be given the opportunity to address the Board in executive session, with counsel, prior to any official action of the Board.
- b. Teachers being so notified for non-renewal of contract shall be given the opportunity to resign prior to any official action of the Board.
- c. Nothing in this provision shall abrogate any rights and/or privileges granted to the teacher or any rights and/or privileges granted to the Board under ORC 3319.11.

### 2. Termination

- a. Termination of a contract of a member of the unit shall be according to ORC Section 3319.16.
- b. All teachers will be evaluated according to adopted Board policy.
- c. The teacher is entitled to have representation present during conferences with administrators concerning inadequacies. Said teacher shall notify the administration, prior to the conference, that he/she will be so represented.

3. Representation. If a teacher is to be disciplined or reprimanded by the Board or its agents, he/she shall be afforded the opportunity, but not required, to have a representative of the Association present in any meeting with the Board or its agents.

## C. PERFORMANCE DOCUMENTATION OUTSIDE EVALUATION

1. Only the documentation which an administrator has investigated and found to be based on fact shall be used against a teacher.
2. Documentation is defined as the formal gathering of facts concerning an incident or matters, and the placing of these facts in the teacher's file by an administrator.

3. Before the investigation is concluded and before documentation is placed in the teacher's file, the administrator and teacher shall have a conference at which the teacher will have an opportunity to respond to the documentation.
  4. The documentation shall be signed by the individual to signify his/her notification that this item will be placed in the file, but not that the teacher necessarily agrees with the documentation. If a teacher refuses to sign, the document shall be placed in the teacher's file without his/her signature.
- D. No teacher shall be disciplined, reduced in rank or compensation, suspended, demoted, transferred, terminated, adversely evaluated, or otherwise deprived of any professional advantage without cause. [NOTE: This paragraph does not apply to non-renewal, except as otherwise noted within Article 32. B (1)(c).]

### **Article 33.    REDUCTION IN FORCE**

- A. A Reduction In Force of teachers may occur for the following reasons: decreased enrollment of pupils, return to duty of teachers from leaves of absence, decline in revenues<sup>2</sup>, by reason of suspension of schools, or territorial changes affecting the District. When a reduction of staff is deemed unavoidable, such reduction will not be effected until the beginning of the following school year unless there is an appropriate reduction as a result of a resignation of a staff member.
- B. Seniority shall be determined by the length of continuous service in the Field Local School District. By November 1 of each school year, the district will provide each member with a seniority list by area of certification/licensure. Among those with the same length of continuous service, seniority shall be determined by:
1. The date of the Board meeting at which the teacher was hired; and then by
  2. The date on which the teacher submitted a completed job application.
    - a. Continuous service of a teacher who has returned to service will be determined according to provisions of Article 23 (LEAVES OF ABSENCE).
    - b. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from date of return.
- C. Reduction In Force of limited and/or continuing contracts shall be based upon seniority for all comparable teachers in the District, and only after all teachers who deem renewal have been renewed.
- D. Whenever there is a Reduction In Force, the Superintendent may make all necessary involuntary transfers and/or reassignments in accordance with Article 9 (VACANCIES).
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PROMOTIONS, AND TRANSFERS), based upon certification of the teaching staff, in order to keep teachers with the most seniority in the District. The Association President reserves the privilege of consulting with the Superintendent prior to his/her implementing any involuntary transfers.

E. PROCEDURE

1. Attrition. The number of teachers affected by a reduction in staff will be kept to a minimum by not employing replacements for teachers who expire, retire, or resign, or whose limited contracts are not renewed on the basis of performance. Attrition shall be used first.
  2. Suspension of Contracts. Reductions In Force not achieved through attrition will be made by suspending limited and/or continuing contracts of employment.
  3. Notification. At least thirty (30) calendar days prior to a Reduction In Force of limited and/or continuing contracts, the Superintendent or Designee shall give written notice to the teaching staff, the Association, through its President, of the intent to effect a reduction in staff. Such notice shall contain the reason for the reduction in force, as specified in Section (A). Written notification of Reduction In Force shall be given to each teacher to be reduced from the staff in person by the Superintendent/Designee at the end of the school day, no later than May 15. The Association, or the teacher, shall be given the opportunity to address the Board in open meeting, or in executive session, for the purpose of presenting, both orally and in writing, its views on the proposed Reduction In Force, before the Board takes action.
  4. Reduction not achieved through attrition will be made by suspending contracts in the following order:
    - a. Teachers holding limited contracts shall have their contracts suspended first, based upon area of certification/license:
    - b. Continuing contract teachers' contracts shall be suspended only after all limited contracts have been suspended. The suspending of contracts in this category shall be based upon area of certification/license.
- B. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within areas of certification/license.
1. Limited contract teachers shall be reduced first utilizing the following order:
    - a. Certification/Licensure within the affected teaching field.
    - b. Comparable evaluations as defined in this Agreement.
    - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to

be suspended.

2. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
  - a. Certification/Licensure within the affected teaching field.
  - b. Comparable evaluations as defined in this Agreement.
  - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.

C. Comparable Evaluations

1. During the 2013-2014 and 2014-2015 school years, all members of the bargaining unit shall be considered comparable to one another for the purposes of Reduction in Force.
2. Effective with the 2015-2016 school year, comparable evaluations shall be defined as follows:
  - a. All Accomplished Rated Teachers will be deemed comparable to each other.
  - b. All Developing/Proficient Teachers will be deemed comparable to each other.
  - c. All Ineffective Teachers will be deemed comparable to each other.

- D. The teachers to be reduced and have their contracts suspended shall be determined by seniority, where such teachers have comparable evaluations, which shall be defined as continuous service in the Field Local School District, and shall be placed upon a Reduction in Force list from which the teacher(s) with the least seniority within the area(s) of certification where the reduction in force is to take place shall be the first teacher(s) to be reduced. Teachers with continuing contracts shall receive precedence over limited contract teachers regardless of length of service.

F. RECALL

1. A teacher whose name appears on the Reduction In Force List shall be offered employment when a position becomes available for which he/she is certificated or becomes certificated.
2. Teachers who are comparable as stated in Section 4C above on the Reduction In Force List shall be offered positions for which they are certificated in the reverse order of seniority at the time they are suspended. New teachers shall not be employed by the Board while there are teachers on the Reduction In Force List who are certificated for an existing opening of a teaching position.
3. The Board shall give written notice of an offer of employment by sending a registered or

certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or other notice to the teacher. If a teacher fails to accept the offer within fourteen (14) calendar days from the date said offer is delivered at the last known address of the teacher, or within seven (7) calendar days if the offer is delivered within fourteen (14) calendar days prior to the start of school year or semester, said teacher shall be considered to have rejected said offer and shall be removed from the Reduction In Force List.

4. A teacher on the Reduction In Force List shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days and salary schedule placement as the teacher would have received in the year following his/her removal.
5. Teachers shall remain on the Reduction In Force List for a period of twenty-four (24) months following the suspension of their contract. If a teacher on the Reduction In Force List accepts employment for a full school year with another school district, the teacher shall so notify the Superintendent within seven (7) calendar days, and will be removed from the Reduction In Force List. After being removed from the Reduction In Force List, a teacher must make application for employment in accordance with established procedures if he/she desires to be considered for employment by the Field Local School District.
6. A teacher who has been released shall, if he/she desires, be placed on the substitute list.

**G. AVAILABILITY OF SENIORITY AND REDUCTION IN FORCE LISTS**

Upon request by the Association President, the Superintendent shall provide the Association with the Seniority and/or Reduction In Force Lists within ten (10) calendar days. The Seniority List shall list all teachers in the system in their areas of certification. Teachers shall be placed on all lists for which they are certified.

**Article 34. SALARY PAYMENT**

- A. Pay days shall be on alternate Fridays in twenty-six (26) equal pays. If the regularly scheduled pay day falls on a vacation day within the school year (Thanksgiving, Christmas, etc.), the checks will be distributed the last scheduled work day prior to the scheduled vacation; and dated for the last scheduled work day if the Board has the money in its treasury to pay all pending bills, including salaries, without the necessity of borrowing additional funds to meet said payroll. Although an infrequent occurrence, the alternate Friday payday schedule may result in twenty-seven (27) pays within a fiscal year. When such a situation occurs, the twenty-seventh (27th) paycheck will be moved to the following Friday with pay days occurring on alternate Fridays thereafter.

If a situation arises where a teacher owes the district money due to an overpayment of salary, the Board will have the right to recover, within two years of the date of the last overpayment, any money that has been determined to be an overpayment.

- B. A teacher, upon written request no later than April 30, may request the balance of his/her salary on the last workday of the school year. Decisions will be made on the basis of merit and cash flow projections.
- C. If a salary adjustment is to be made in an amount paid to a teacher during the course of a contract year, said salary adjustment will be divided equally over the remaining pays for the contract year.

D. PAYROLL DEDUCTIONS

Teachers are authorized the following payroll deductions. Changes in deductions may only be made from September 1 - May 31. [Three (3) weeks prior notification shall be required for any changes.]

- 1. Credit Union.
  - 2. Tax Sheltered Annuity Programs, including Section 125 plans. [Changes may be made with thirty (30) days prior notification. A teacher may be enrolled in one (1) or more tax sheltered annuity programs.]
  - 3. Income Protection Insurance.
  - 4. State tax, Federal tax -- each paycheck.
  - 5. Life and Health insurance.
  - 6. City tax -- each paycheck.
  - 7. United Way.
  - 8. The Ohio Education Association Fund for Children and Public Education, according to ORC 3313.262.
  - 9. Association dues.
  - 10. STRS service credit.
- E. All employees will be required to utilize direct deposit.

**Article 35. SALARY SCHEDULE**

- 1. All members will move two (2) steps effective July 1, 2013 and be paid accordingly (with no back pay). All members will move to their appropriate step effective July 1, 2013 but will not receive the money for which they are entitled for 2013-14.
- 2. One (1) year contract

3. 0% on the base 2013-2014

4. Stipend of \$525.00 payable the 1<sup>st</sup> pay in November, 2013 for those that do not benefit from #1 above.

A. The following definitions shall apply to the degree columns as listed on the salary schedule. Degrees may be BS/BA, MA/MS, or the equivalent.

Less Than BS Degree. The teacher is properly certificated but does not hold a BS degree.

BS Degree. The teacher holds a BS Degree from an accredited degree-granting institution.

BS Degree With 150 Semester Hours. The teacher holds a BS Degree with one hundred fifty (150) semester hours successfully completed prior to the granting of the degree.

BA +15. The teacher holds a BS Degree and has successfully completed fifteen (15) semester credit hours (undergraduate or graduate) beyond the BS Degree in a teaching field in which certification is held, or fifteen (15) semester graduate hours in a field of education, or a combination of both.

BA +30. The teacher holds a BS Degree and has successfully completed thirty (30) semester credit hours (undergraduate or graduate) beyond the BS Degree in a teaching field in which certification is held, or thirty (30) semester graduate hours in a field of education, or a combination of both.

MA Degree. The teacher holds a MA Degree from an accredited degree-granting institution.

MA +15. The teacher holds a MA Degree and has successfully completed fifteen (15) semester hours beyond the MA Degree in an area in which certification is held.

MA +30. The teacher holds a MA Degree and has successfully completed thirty (30) semester hours beyond the MA Degree in an area in which certification is held.

MA +45. The teacher holds a MA Degree and has successfully completed forty-five (45) semester hours beyond the MA Degree in an area in which certification is held.

B. This Article will not cause any teacher to lose his/her current placement on the salary schedule. It is further understood by the parties that any additional credit hours earned by a teacher prior to February, 1990, shall be used to place the teacher on the salary columns (using the Master's Equivalency factor) as specified in the 1985-1988 contract through the 1989-1990 school year. In addition, any teacher without a Master's Degree but with a Master's Equivalency or higher as of January 31, 1990, who earns a Master's Degree from an accredited institution prior to September 1, 1992, shall be credited for all post-baccalaureate graduate hours earned after September 1, 1978, but not included in the requirements for the Master's Degree, for placement on the salary schedule. Any movement on the salary schedule columns after September 1, 1992, shall be governed by Paragraph A of this Article.

C. PLACEMENT AND PROGRESSION ON SALARY SCHEDULE

1. Teachers, including teachers new to the District, shall receive all credit on the salary schedule as outlined:
    - a. All years of teaching service in the District, with each year consisting of one hundred twenty (120) days under a teacher's contract.
    - b. All years of service in an Ohio public school and/or chartered non-public school located in Ohio consisting of one hundred twenty (120) days under a teacher's contract.
    - c. All years of military service up to five (5) years. [For purposes of calculation, a particular year of active military service of eight (8) continuous months or more in the Armed Forces shall be counted as a full year.]
    - d. Years of service shall be the sum of all years of service in sub-paragraphs a, b, and c above, except that a bargaining unit member new to the District shall be paid consistent with ORC 3317.13 and 3317.14 in that a bargaining unit member new to the District shall receive not more than ten (10) years of service for purposes of placement on the salary schedule.
    - e. Members on leaves of absence shall be granted credit as follows:
      - (1) Teachers on approved leaves of absence returning to the system are placed on the step of the salary schedule for which they qualify by reason of training and experience, including experience prior to the leave.
      - (2) Teachers do not accrue days of service for advancement on the schedule while on leave; however, any additional training obtained during a leave of absence would be applied for salary credit upon the return of the teacher.
  2. In special instances, the Superintendent may place a teacher new to the District on a step on the salary schedule which is higher than that which could normally be expected.
- D. Under no circumstances shall salaries and/or fringe benefits be reduced by any of these provisions.

FIELD SALARY SCHEDULE INDEX

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YRS	BACH	BA+150	BA+15	BA+30	MAST	MA+15	MA+30	MA+45
0	1.0000	1.0598	1.0942	1.1325	1.1722	1.2114	1.2538	1.2964
1	1.0598	1.0932	1.1292	1.1698	1.2114	1.2520	1.2964	1.3408
2	1.0932	1.1277	1.1654	1.2084	1.2520	1.2939	1.3405	1.3882
3	1.1277	1.1631	1.2027	1.2484	1.2939	1.3373	1.3861	1.4356
4	1.1631	1.1998	1.2411	1.2895	1.3373	1.3820	1.4332	1.4845
5	1.1998	1.2375	1.2809	1.3322	1.3820	1.4283	1.4820	1.5353
6	1.2375	1.2766	1.3219	1.3761	1.4283	1.4762	1.5323	1.5877
7	1.2766	1.3167	1.3642	1.4214	1.4762	1.5256	1.5844	1.6418
8	1.3167	1.3583	1.4079	1.4684	1.5256	1.5768	1.6382	1.6976
9	1.3583	1.4010	1.4529	1.5169	1.5768	1.6296	1.6939	1.7555
10	1.4010	1.4452	1.4994	1.5668	1.6296	1.6842	1.7516	1.8151
11	1.4452	1.4907	1.5473	1.6185	1.6842	1.7406	1.8112	1.8769
12	1.4907	1.5377	1.5963	1.6721	1.7406	1.7988	1.8727	1.9406
13	1.5377	1.5860	1.6479	1.7271	1.7988	1.8592	1.9364	2.0067
14	1.5860	1.6361	1.7007	1.7843	1.8592	1.9214	2.0022	2.0749

E. LONGEVITY INCREMENTS

Longevity increments are to be granted to all teachers according to the following schedule. The payments shall commence at the beginning of each of the following years:

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YRS	BACH	BA+150	BA+15	BA+30	MAST	MA+15	MA+30	MA+45*
17	1.6035	1.6561	1.7232	1.8093	1.8917	1.9564	2.0397	2.1149
20	1.621	1.6761	1.7457	1.8343	1.9242	1.9914	2.0772	2.1549
23	1.6385	1.6961	1.7682	1.8593	1.9567	2.0264	2.1147	2.1949
26	1.656	1.7161	1.7907	1.8843	1.9892	2.0614	2.1522	2.2349
29	1.6735	1.7361	1.8132	1.9093	2.0217	2.0964	2.1897	2.2749

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F. Effective June 29 to be implemented July 1, 2013, salaries shall be as set forth below:

FIELD SALARY SCHEDULE at \$32,205 base

YRS	BACH	BA+150	BA+15	BA+30	MAST	MA+15	MA+30	MA+45
0	32,205	34,131	35,239	36,472	37,751	39,013	40,379	41,751
1	34,131	35,207	36,366	37,673	39,013	40,321	41,751	43,180
2	35,207	36,318	37,532	38,917	40,321	41,670	43,171	44,707
3	36,318	37,458	38,733	40,205	41,670	43,068	44,639	46,233
4	37,458	38,640	39,970	41,528	43,068	44,507	46,156	47,808
5	38,640	39,854	41,251	42,904	44,507	45,998	47,728	49,444
6	39,854	41,113	42,572	44,317	45,998	47,541	49,348	51,132
7	41,113	42,404	43,934	45,776	47,541	49,132	51,026	52,874
8	42,404	43,744	45,341	47,290	49,132	50,781	52,758	54,671
9	43,744	45,119	46,791	48,852	50,781	52,481	54,552	56,536
10	45,119	46,543	48,288	50,459	52,481	54,240	56,410	58,455
11	46,543	48,008	49,831	52,124	54,240	56,056	58,330	60,446
12	48,008	49,522	51,409	53,850	56,056	57,930	60,310	62,497
13	49,522	51,077	53,071	55,621	57,930	59,876	62,362	64,626
14	51,077	52,691	54,771	57,463	59,876	61,879	64,481	66,822

Longevity

17	51,641	53,335	55,496	58,269	60,922	63,006	65,689	68,110
20	52,204	53,979	56,220	59,074	61,969	64,133	66,896	69,399
23	52,768	54,623	56,945	59,879	63,016	65,260	68,104	70,687
26	53,331	55,267	57,669	60,684	64,062	66,387	69,312	71,975
29	53,895	55,911	58,394	61,489	65,109	67,515	70,519	73,263

For the term of this contract, all members shall move to the appropriate step each year. However, the members will not be paid the money to which they are entitled.

There will be no increase (0%) on the base during the term of the contract.

The Board and FLTA agree that if at any time during the term of this contract any district salaries are unfrozen or any district employees receive an increase in salary, negotiations for salary will reopen at the discretion of FLTA and at FLTA's initiation.

## COOPERATIVE EFFORT TO REVIEW HEALTH CARE OPTIONS

Health insurance committee: In the year of contract expiration, a committee shall be established to review health insurance options and costs. The committee shall be comprised of up to three members of administration appointed by the superintendent and up to three members of FLTA appointed by the president. OAPSE may have three members appointed by the president.

Section 125 Plan:

Board will pay the enrollment fee and/or annual fee for bargaining unit members electing to use the Section 125 plan.

### **Article 36. FRINGE BENEFITS**

#### **A. RETIREMENT**

1. All teachers at the time of retirement from active service in the Field Local School District shall receive one day's pay for each four (4) days of unused sick leave up to a maximum of two hundred (200) unused sick days. The teacher will receive one day's pay for each six (6) days of unused sick leave from two hundred and one (201) days up to four hundred eighty-one (481) days.
2. All teachers with ten (10) years or more of service with the Field Local Schools may elect to receive a benefit equal to fifteen percent (15%) of the accrued sick leave to a maximum of one hundred twenty (120) days when they leave the system. Payment shall be at the teacher's per diem teaching contract rate in effect at the time he/she leaves the system, and shall be paid in June of the year he/she leaves. No teacher leaving the system during or immediately following a leave of absence shall be eligible to claim this benefit. (NOTE: No teacher shall be eligible to receive benefits under both Section A.1. and A.2.) A teacher retiring does not have the option of collecting under this paragraph.
3. Effective with the 2009-2010 school year, a retirement bonus of eight thousand dollars (\$8,000) shall be paid by the Board to all bargaining unit members who elect to retire with twenty-five (25) years and less than twenty-six (26) years of service or those who attain age 60 but have less than twenty-five (25) years, under the Ohio STRS.

In lieu of the retirement bonus, any teacher may go on approved leave of absence for one (1) or two (2) years and then retire after purchasing the STRS credit for the time on leave. The Board shall pay its share of the STRS contribution for the time the teacher is on such leave. This Article provides that a teacher not on a continuing contract may be granted two (2) one-year leaves of absence under the provisions of Article 23, Section B (Leave of Absence), for retirement purposes only.

4. Effective with the 2009-2010 school year, a retirement bonus of fifteen thousand dollars (\$15,000) shall be paid by the Board to all teachers who elect to retire with thirty (30) and less than thirty-one (31) years of service under the Ohio STRS. Any teacher retiring with thirty-one (31) and less than thirty-six (36) years will receive a bonus of five thousand dollars (\$5,000).

**B. HOSPITAL, SURGICAL, MAJOR MEDICAL, DENTAL, PRESCRIPTION DRUG, AND LIFE INSURANCE COVERAGE**

1. All full-time employees in the bargaining unit shall receive fringe benefits as set forth in the Comprehensive Major Medical Plan as attached effective April 1, 2002. For the purposes of this Article, a full-time employee is defined as one whose work week exceeds twenty-one and one-half (21 1/2) hours. This time shall include all instructional, duty, and planning periods. A lunch of a minimum of forty-five (45) minutes shall be excluded from this calculation. Any amount paid toward deductibles and maximum out of pocket in the former plan shall count towards the deductible and maximum out of pocket in the new plan.
2. The Board shall have the right to change insurance carriers during the term of this Agreement. The level of coverage must be maintained at or above current specifications of the Stark County COG (7/1/07). The specifications for the present insurance coverage (hospital, surgical, major medical, prescription drug, dental, and life) shall not be changed except by mutual consent. Each teacher shall be provided with a description of the insurance program.
3. Full-time bargaining unit members with health insurance coverage shall pay 20% of the health insurance premium, but will not exceed \$3,693.05 for family coverage and \$1,517.08 for single coverage. Bargaining unit members opting out of coverage must present proof of insurance. Any bargaining unit member who has opted out of health insurance may opt-in during the open enrollment period or per any COBRA qualifying event.

All members moving from a 10% insurance premium to 20% shall receive a one-time stipend of \$500.00 to be paid in the first September, 2011 paycheck.

4. Life insurance and accidental death coverage shall be fifty thousand dollars (\$50,000).
5. The insurance policies shall be considered as part of this Contract by reference and shall be provided from the beginning of the school year through August 31 of the following year for every employee in the bargaining unit unless the employee severs his/her relationship with the Board.
  - a. Teachers who are on paid leaves of absence shall continue to receive fully paid insurance coverages. Teachers whose relationship with the Board is severed upon completion of the school year because of nonrenewal, resignation (for other than retirement purposes), or unpaid leaves of absence shall receive fully paid coverages until September 1 of the year in which such severance takes place. Teachers who resign to accept retirement from the STRS shall receive fully paid insurance coverage until the effective date of their retirement.

Teachers on unpaid leaves of absence shall have the right to purchase, at the group rate, if available, any or all of the insurance coverages in effect and held at the time of leave for the period of time they are on leave.

6. The Board shall maintain the Comprehensive Major Medical coverage set forth in this Article 36 (B) for the remainder of the 2001-2002 school year. Thereafter, the Board may choose to change programs or carriers so long as the benefits under the plan in this article are not less than what was in effect under the Stark County COG plan for the 2007-2008 year.

**Article 37. TEACHER EXTRA-DUTY CONTRACTS AND SALARY SCHEDULE**

- A. All Extra Duty contracts shall be offered to all qualified members of the bargaining unit first, and to others thereafter.
- B. Initial Extra Duty contracts shall be for one (1) year. After three (3) one-year contracts in the same sport or activity, a two-year contract shall be granted.
- C. Any Extra Duty contract may be granted to elementary teachers of the school district when scheduling can be arranged so such duty does not interfere with the teaching or supervision of the students or lessen the teacher's hours. The assigned teacher shall assume the responsibility of arranging for any needed supervision of students. In the event that the teachers' schedules can not be adjusted, the building principal will meet with the teacher to discuss the scheduling problem.
- D. In the event that new positions are created, the Superintendent or designee will forward to the Association President a job description for the new position along with a compensation level for such a position. The Association President will then have ten (10) days to comment upon the compensation level recommendation along with any comments or recommendations from the Association President. These comments and recommendations will be submitted to the Board of Education, through the Superintendent, which shall make the final decision regarding compensation for the new position. Should the Association not agree with the Board's salary decision, the Association may raise the issue in the next round of negotiations.
- E. The Board shall fill department head and LPDC positions as listed in Table 1 of this article. The Board shall have the option of filling or not filling all other Extra Duty contracts. However, no member of the bargaining unit shall perform the duties normally associated with the Extra Duty contracts listed within Table 1 or Table 2 of this article without receiving the stipulated pay for such duties.
- F. NON-INDEXED EXTRA DUTY CONTRACTS
  1. All Non-Indexed Extra Duty contracts existing as of May 15, 2004 will be compensated at the previously negotiated rate. (2001-2004 Master Agreement)
  2. All new Non-Indexed Extra Duty contracts will be compensated as set forth in Table 1 of

this article.

3. Beginning with the 2004-2005 school year the High School shall not have less than .039 of the base salary and the Middle School shall have not less than .02 of the base salary to be used as compensation for additional Civic Extra Duty contracts beyond those listed in Table 1 of this Article. The length and level of compensation for these contracts will be determined on an annual basis by a committee comprised of equal numbers of administrators and FLTA members.

#### G. INDEXED EXTRA DUTY CONTRACTS

1. Indexed Extra Duty Contracts will be compensated as set forth in Table 2 of this article.
2. Each person holding an Indexed Extra Duty Contract will be evaluated annually. Evaluations will be performed by the Principal with consultation of the Athletic Director or with his/her designee. Results of these evaluations will be based on attainment of previously outlined program goals. Any person holding an Indexed Extra Duty contract who is not satisfied with the evaluation may write a rebuttal, which will be placed along side the evaluation.
3. Upon completion of five (5) years for Step 1, ten (10) years for Step 2, and fifteen (15) years for Step 3 in one program area, a person holding an Indexed Extra Duty contract will be eligible for placement on the next step of the index as set forth in Table 2 of this article. Movement on the step index shall be based upon the recommendation of the Principal. Prior to recommendations being made as to movement on the step index, the Principal making the recommendation shall meet with the person to make her/him aware of his/her recommendations. Any person holding an Indexed Extra Duty contract may appeal the Principal's recommendation to the Superintendent. The Superintendent shall have final say on the person's placement on the step index.
4. Persons who have already completed five (5) or more years in one Extra Duty program shall be placed on the step index at the level recommended by the Principal subject to the provisions of the preceding paragraph.
5. A suspension from coaching duties imposed by the Ohio High School Athletic Association (OHSAA) for a violation of OHSAA rules and regulations will result in the suspension of the supplemental contract with the Board and loss of pay during the period of the OHSAA suspension.

Table 1.  
Non-Indexed Extra Duty Schedule

<b>High School Dept. Heads</b>		<b>Civics Middle School</b>	
Math	0.03	Student Council	0.04
English	0.03		
Social Studies	0.03	<b>Civics High School</b>	
Science	0.03	Student Council	0.04
		National Honor Society	0.04
<b>Middle School Dept. Heads</b>		Yearbook	0.05
Math	0.03		
English	0.03	Freshman Advisor	0.0385
Social Studies	0.03	Sophomore Advisor	0.0385
Science	0.03	Junior Advisor (2)	0.0385
		Senior Advisor (2)	0.0385
<b>Fine Arts</b>		<b>Elementary Dept. Heads</b>	
Health/PE (Dept. Head)	0.025	Kindergarten	0.03
Art (Dept. Head)	0.025	Primary Brimfield	0.03
Music (Dept. Head)	0.025	Intermediate Brimfield	0.03
		Primary Suffield	0.03
<b>Drama</b>		Intermediate Suffield	0.03
Musical Director	0.04	<b>Middle School Civics Pool</b>	0.02
Drama Play	0.04		
Vocal Musical Director	0.02	<b>High School Civics Pool</b>	0.039
Fall Tech/Set Director	0.01		
Spring Tech/Set Director	0.01	<b>Other</b>	
<b>LPDC</b>		Mentor Teacher	0.05
General Members (4)	.04	Mentor for cohort	0.025
Chairperson	.02	Special Ed. Dept Head	0.03
Secretary	.01		
<b>Athletics</b>			
Boys Faculty Manager	0.05		
Girls Faculty Manager	0.05		
Fitness Fall	0.03		
Fitness Winter	0.03		
Fitness Spring	0.03		

Table 2.  
Indexed Extra Duty Schedule

	Base	Step One 5 years	Step Two 10 years	Step Three 15 years
<b>Fine Arts</b>				
Band Director	0.1500	0.1680	0.2040	0.2400
1st Assistant Director	0.1000	0.1120	0.1360	0.1600
Asst. Director Percussion	0.0750	0.0840	0.1020	0.1200
Assistant Director Color Guard	0.0750	0.0840	0.1020	0.1200
Middle School Jazz Band	0.0350	0.0392	0.0476	0.0560
<b>Baseball</b>				
Varsity Coach	0.1200	0.1344	0.1632	0.1920
Varsity Asst. Coach	0.0900	0.1008	0.1224	0.1440
Junior Varsity Coach	0.0600	0.0672	0.0816	0.0960
<b>Boys Basketball</b>				
Varsity Coach	0.1650	0.1848	0.2244	0.2640
Junior Varsity Coach	0.1100	0.1232	0.1496	0.1760
Freshmen/Asst. Coach	0.0900	0.1008	0.1224	0.1440
8th Grade Coach	0.0600	0.0672	0.0816	0.0960
7th Grade Coach	0.0600	0.0672	0.0816	0.0960
<b>Boys Soccer</b>				
High School Head Coach	0.1200	0.1344	0.1632	0.1920
Junior Varsity Coach	0.0650	0.0758	0.0974	0.1190
Middle School Head Coach	0.0300	0.0336	0.0408	0.0480
<b>Football</b>				
High School Head Coach	0.1650	0.1848	0.2244	0.2640
High School Assistant Coach (4)	0.1100	0.1232	0.1496	0.1760
Freshman/Asst. Coach (2)	0.0900	0.1008	0.1224	0.1440
Middle School Head Coach	0.0900	0.1008	0.1224	0.1440
Middle School Assistant Coach	0.0900	0.1008	0.1224	0.1440
<b>Cross Country</b>				
High School Head Coach	0.1200	0.1344	0.1632	0.1920
Varsity Asst. Coach	0.0900	0.1008	0.1224	0.1440
Middle School Head Coach	0.0600	0.0672	0.0816	0.0960
<b>Golf</b>				
Varsity Coach	0.0900	0.1008	0.1224	0.1440
Junior Varsity Coach	0.0600	0.0672	0.0816	0.0960
<b>Track</b>				
High School Head Coach	0.1400	0.1568	0.1904	0.2240
High School Assistant Coach (2)	0.0900	0.1008	0.1224	0.1440
Middle School Head Coach	0.0800	0.0896	0.1088	0.1280
Middle School Asst. Coach (2)	0.0600	0.0672	0.0816	0.0960

Wrestler				
Varsity Coach	0.1650	0.1848	0.2244	0.2640
Junior Varsity Coach	0.1100	0.1232	0.1496	0.1760
Middle School Head Coach	0.0900	0.1008	0.1224	0.1440
Girls Basketball				
Varsity Coach	0.1650	0.1848	0.2244	0.2640
Junior Varsity Coach	0.1100	0.1232	0.1496	0.1760
Freshmen/Asst. Coach	0.0900	0.1008	0.1224	0.1440
8th Grade Coach	0.0600	0.0672	0.0816	0.0960
7th Grade Coach	0.0600	0.0672	0.0816	0.0960
Girls Soccer				
High School Head Coach	0.1200	0.1344	0.1632	0.1920
Junior Varsity Coach	0.0650	0.0758	0.0974	0.1190
Middle School Head Coach	0.0300	0.0336	0.0408	0.0480
Softball				
Varsity Coach	0.1200	0.1344	0.1632	0.1920
Varsity Asst. Coach	0.0900	0.1008	0.1224	0.1440
Junior Varsity Coach	0.0600	0.0672	0.0816	0.0960
Volleyball				
Varsity Coach	0.1200	0.1344	0.1632	0.1920
Junior Varsity Coach	0.0900	0.1008	0.1224	0.1440
Freshman/Asst. Coach	0.0600	0.0672	0.0816	0.0960
8th Grade Coach	0.0600	0.0672	0.0816	0.0960
7th Grade Coach	0.0600	0.0672	0.0816	0.0960
Cheerleader				
High School Head Advisor	0.0900	0.1008	0.1224	0.1440
High School Assistant Advisor	0.0600	0.0672	0.0816	0.0960
Middle School Head Advisor	0.0300	0.0336	0.0408	0.0480
Tennis				
High School Head Coach - girls	0.0900	0.1008	0.1224	0.1440
High School Head Coach - boys	0.0900	0.1008	0.1224	0.1440

**Article 38. EXTRA-SERVICE COMPENSATION**

- A. It shall be the policy of the Field Local Schools to make every possible effort to acquire the services of a substitute teacher when the regularly scheduled teacher is absent from his/her assigned class for any reason.
- B. When it is feasible, it shall be the policy of the Field Local Schools to make every possible effort to acquire the continuous services of a substitute teacher when the regularly scheduled teacher is absent from his/her assigned class for any reason.
- C. In cases of emergency, teachers on regular contract shall be assigned to substitute for a

colleague. In such cases, the teacher serving as an emergency substitute shall receive extra-service compensation.

- D. The extra-service compensation rate for a regular class period at the secondary level and per hour on the elementary level shall be set at Eighteen dollars (\$18.00). Teachers are not required to cover a class.
- E. Any member of the bargaining unit who is required to write an Individual Education Plan (IEP) for each student enrolled in his/her program shall be granted one (1) uninterrupted work day for holding parent conferences and two (2) uninterrupted work days for the purpose of writing said IEPs. A substitute teacher will assume said teacher's regular classroom responsibilities for this day. Speech Language Pathologists who are required to write IEPs for students enrolled on his/her caseload shall be granted the equivalent of two (2) uninterrupted work days for the purpose of writing said IEPs.
- F. Any part-time employees who are required to attend inservice and/or other meetings will be compensated at their hourly rate. Paid compensation shall be computed to the nearest one-tenth (1/10) of an hour and a minimum of one (1) hour will be paid to each part-time employee in attendance.
- G. The Board agrees that when there is a need for change in length of the teacher's contract beyond the current one hundred eighty-four (184) days, the teacher who works beyond the normal contract year of one hundred eighty-four (184) days shall be paid at his/her daily rate.
- H. Teachers who are employed in the night school or summer school in the Field Local Schools shall be issued a contract, specifying subject, hourly rate, and number of sessions, ten (10) days prior to the initial session. Hourly rate shall be the same as in Section D of this Article 38.

### **Article 39. TUITION REIMBURSEMENT**

During the 2013-2014 school year, the bargaining unit will not be eligible to collect any tuition reimbursement for courses taken from Sept 1, 2013 – August 30, 2014. Tuition reimbursement will be reinstated for FY 2015.

The Board shall establish a tuition reimbursement fund of \$20,000 in each school year to reimburse teachers for semester hours for earned college credit. The college courses must be approved by the LPDC.

Payment will be made by separate check. Reimbursement for courses completed between September 1 and August 31 shall be made by October 30 following presentation of satisfactory evidence by September 15 to the Superintendent that the course has been successfully completed and approved by the LPDC.

Each year \$20,000 will be divided by the total number of credits submitted to produce an amount to be reimbursed per credit.

The amount to be reimbursed to each teacher shall be calculated based on the number of credits submitted for reimbursement to a maximum of ten credits (10). However, the amount reimbursed shall not be more than the teacher paid for the college course(s). Any unused amount shall not be

carried over to the next year.

#### **Article 40. LABOR MANAGEMENT COMMITTEE**

There shall be a Labor/Management Committee which meets as needed but not more than six (6) times per year. However, the parties can mutually agree to cancel any of the six meetings or schedule additional meetings. The purpose of the Labor/Management Relations Committee shall be to promote a positive working relationship between the parties and to address matters of mutual concern which are not addressed by this contract and are not mandatory subjects of bargaining. The Labor/Management Relations Committee shall be composed of no more than four (4) members of the Administration (appointed by the Superintendent) and four (4) members of the FLTA (appointed by the President). Agenda items shall be submitted to the other party in advance. The discussions of this Labor/Management Relations Committee shall not result in modifications or additions to this Agreement.

#### **Article 41. EMPLOYMENT OF RETIRED TEACHERS**

- A. It is understood that if the board desires to hire retired teachers, that such employees may be employed under terms and conditions which differ in some respects from those established by the negotiated agreement for teachers who have not attained retirement status with the State Teachers' Retirement System. A retired teacher is a teacher who has attained service retirement status with the State Teachers' Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio. All provisions of the negotiated agreement shall apply to the retirees except those outlined below.
1. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the board, the board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent. Any retired teacher seeking to be employed must participate in the search and selection process as set forth in Article 9.
  2. A newly retired teacher shall be placed at the zero year salary step level.
  3. A retiree shall be ineligible for a continuing contract. Each retiree shall be given no more than a one year limited contract. At no point in time is a retiree eligible for a multi-year contract. The Superintendent shall give the retiree notice of the intent to recommend the retiree's renewal or nonrenewal on or before April 10. The Board shall act on the recommendation to renew or nonrenew and provide notice to the retiree of the same on or before April 30. The Evaluation Procedures in Article 30 shall be followed except that the Evaluation and Observation schedule shall consist of one (1) complete cycle only. This Article specifically supersedes the evaluation procedures set forth in R. C. 3319.11 and all provisions under R. C. 3319.11 except R. C. 3319.11(G) regarding the retiree's option following the retiree's written notice of the intention of the Board not to reemploy the retiree under another one year limited contract.
  4. A retiree shall not be entitled to severance pay unless that teacher serves at least fifteen years in the Field Local Schools, in which case s/he shall be eligible for severance pay as any other teacher.

5. A retiree shall accumulate seniority in the bargaining unit; however, a retiree shall start with 0 years of seniority regardless of previous years of service in Field.
6. Retirees are not required to participate in the mentorship program as a mentee/entry year teacher.

**Article 42. POSITION SHARING**

The Board and the FLTA agree to appoint a task force to investigate Position Sharing. FLTA representation shall include no more than four (4) members appointed by the President. Board representation shall include no more than four (4) members appointed by the Superintendent. The task force shall begin its work no later than September 15, 2011 and complete its work by March 30, 2012. An MOU shall be prepared for ratification reflecting agreement of the task force.

**Article 43. JOB SHARING**

A. Requirement

Participants must be dues paying members of the NEA/OEA/FLTA with a minimum of three (3) years of full-time service in the district.

B. Duration

1. Job sharing may be in effect for one (1) school year. Applications for renewal for subsequent school years must be submitted in writing by March 1 and are subject to approval by the Superintendent. The Board shall treat the vacancies created by job sharing as a leave of absence and shall fill each vacancy with a full year long-term substitute teacher for the first year. If job sharing continues for a subsequent year, the vacancy shall be filled under the terms of the Master Agreement, Article 9.
2. At the conclusion of the first year of job sharing, the team members shall be reinstated to their full-time positions for the following school year if not approved for a second year. If the team shares for two or more years, they will be reinstated to a vacancy for which they are licensed/certified. The Board shall reinstate all eligible Job Sharing teachers to full-time status before hiring personnel from outside the school district to fill a position for which the eligible Job Sharing teacher is certified/licensed. If no vacancies exist, the team must remain in place.

C. Seniority and Salary

1. Each member of the job sharing team shall accrue one (1) year of seniority for each year and shall move one step on the salary schedule for each year of service.
2. Job sharing teachers shall receive a pro-rata share of salary and leave benefits and may participate in district health insurance at 50% of the Board's cost of the insurance premium.
3. The District will consider job sharing requests only if the cost (including benefits) of employing two (2) staff members on a half-time basis does not exceed the cost of employing one full-time staff member at the base salary.

#### D. Substitution

Although not required to substitute, members of the job sharing team have first right of refusal to substitute for their partner at the normal substitute rate.

#### E. Application/Timelines

1. Applications for job sharing must be submitted by April 1 of the prior school year (Appendix I) to the Superintendent. A response approving or denying the application will be provided in writing no later than May 1. For the 2013-14 school year, applications must be submitted by June 15. No teacher shall be required to job share. A teacher shall assume responsibility for finding his/her job sharing partner. If a teacher is interested in job share and does not have a partner, an internal posting shall be made to solicit volunteers. If no internal partner can be found, the district has the option to employ a part-time teacher to complete the team. Final decision on their composition of the job share team shall be the superintendent in consultation with the teachers.
2. Refusal of the administration to approve a job sharing plan is not subject to the grievance procedure.
3. A teacher with documented, uncorrected, professional difficulties shall not be eligible for job sharing.
4. There may be a maximum of ten (10) teachers (5 teams) job sharing during a school year. Job sharing teams must be from the same building.

#### F. Plan

A written plan will be developed by the team to include proposed teaching schedule, building responsibilities, communication, the duties to be shared and manner in which they will be shared. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable.

#### G. Responsibilities

1. Members of the job sharing team shall not be assigned duties or responsibilities in excess of one regular full-time position. Both members of the job sharing team shall attend in-service days, parent conferences and one staff meeting and department meeting per month.
2. Both members of the K-5 teams will attend all day of the first five (5) student school days and shall be compensated at their daily rate.

### **Article 44. TUTORS**

The Board may hire tutors, as needed, to supplement the educational program and assist teachers in providing educational enrichment and/or remediation to students.

#### A. Tutors shall:

1. be issued limited or continuing contracts as provided under this Agreement.
  2. shall not be eligible for provisions under Leave of Absence, Section 23A, Sabbatical Leave.
  3. be placed on a separate seniority list than other bargaining unit members comprised solely on tutors. The list shall be divided between continuing contracts and limited contracts.
  4. not have the right to displace or bump teachers, and teachers have no rights to displace or bump tutors.
  5. not calculate experience as a tutor for placement on the teacher's salary schedule should a tutor be employed in a regular teaching position.
  6. shall prepare intervention lesson plans under the guidance of a teacher; monitor progress; and keep intervention records.
  7. shall not keep a grade book, or perform other bargaining unit work of a teacher.
- B. Tutors covered under this collective bargaining agreement shall be entitled to the following benefits:

All rights and benefits under Article:

1	16	34
2	19	36 (A, B, C)
3	20	37
4	21	38
5	22	43
6	23 (B-H)	
7	24	
8	25	
10	26	
11	28	
12	29	
13	30	
14	31	
15	32	

C. PAID LUNCH AND PLANNING PERIOD

1. Full time tutors shall be entitled to a paid lunch and paid planning period.
2. Part time tutors shall be entitled to a twenty-minute planning period per day.

D. REDUCTION IN STAFF

Both Reduction in Staff and recall for tutors shall be by seniority.

E. COMPENSATION

1. Beginning July 1, 2013, all tutors will be placed on Step 0, and therefore, advance on step on the index for each year of service.
2. Effective July 1, 2013, the base tutor rate shall be \$22.50 per hour.

F. TUTOR'S INDEX

SALARY SCHEDULE INDEX FOR PLACEMENT

YEARS	BACH	BA+150	BA+15	MAST	MAST+15	MAST+30
STEP 0	1.0000	1.0500	1.0800	1.1175	1.1550	1.2050
STEP 1	1.0500	1.0900	1.1200	1.1625	1.2050	1.2550
STEP 2	1.0900	1.1300	1.1600	1.2075	1.2550	1.3050
STEP 3	1.1300	1.1700	1.2000	1.2525	1.3050	1.3550
STEP 4	1.1700	1.2100	1.2400	1.2975	1.3550	1.4050
STEP 5	1.2100	1.2500	1.2800	1.3425	1.4050	1.4550
STEP 6	1.2500	1.2900	1.3200	1.3875	1.4550	1.5050
STEP 7	1.2900	1.3300	1.3600	1.4325	1.5050	1.5550
STEP 8	1.3300	1.3700	1.4000	1.4775	1.5550	1.6050
STEP 9	1.3700	1.4100	1.4400	1.5225	1.6050	1.6550
STEP 10	1.4100	1.4500	1.4800	1.5675	1.6550	1.7050

**Article 45. DURATION**

**A. GENERAL**

1. Contrary to Law. If any provisions or applications of this Agreement are determined by a court of competent jurisdiction, by an act of the Federal and/or State legislature, regulations or orders issued by Federal or State authorities, or by mutual agreement of the parties, that provision shall be considered null and void to the extent specifically prohibited, but all other provisions herein shall continue in full force and effect. If a provision becomes unworkable due to its being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association or the Board on that provision to obtain a workable provision within the established legal structure.
2. Printing of Agreement. This Agreement and any amendments to this Agreement will be printed in booklet form, approximately 8-1/2" x 11", in sufficient number to supply one (1) for each teacher, plus thirty (30) extra copies for the Association, and an amount requested by the Board. The cost of printing shall be shared equally by the parties.
3. Duration. This Agreement shall remain in full force and effect from 12:01 a.m. of July 1, 2013 to 12:00 a.m. of June 30, 2014. The parties agree that negotiations in Spring 2014 for a Successor Agreement will be limited to salary and three (3) non-monetary issues for each the FLTA and Board. Further, the recognition procedure and bargaining procedure of this Article shall remain in full force and effect until a successor agreement is negotiated in keeping with provisions of Article 3 (NEGOTIATIONS PROCEDURE) and related provisions of the ORC 4117.

B. Signatures. By affixing my name, I affirm that my representative party has taken necessary action to enter into this Agreement.

For THE FIELD LOCAL BOARD OF EDUCATION	DATE	For THE FIELD LOCAL TEACHERS ASSOCIATION	DATE
<u>Michael D. [Signature]</u>	<u>6-26-13</u>	<u>[Signature]</u>	<u>6-27-13</u>
<u>Susan C. Blake</u>	<u>6-26-13</u>	<u>Brenda L. Ward</u>	<u>6-26-13</u>
<u>[Signature]</u>	<u>6-30-13</u>	<u>Patricia L. [Signature]</u>	<u>6-27-13</u>
<u>Megan Langfellow</u>	<u>6-30-13</u>	<u>Melissa Keegan</u>	<u>6-28-13</u>
<u>Patt Coleman</u>	<u>7-2-13</u>	<u>George W. [Signature]</u>	<u>7-1-13</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

**GRIEVANCE PROCEDURE FORM – INFORMAL**

**Step One/Informal Level:**

**Aggrieved Person(s) and/or Association:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Building:** \_\_\_\_\_ **Principal:** \_\_\_\_\_

**Date Grievance Occurred:** \_\_\_\_\_ **Date of Informal:** \_\_\_\_\_

**Person(s) to Whom Grievance is Directed:** \_\_\_\_\_

**Attendees:** \_\_\_\_\_

**Statement of Issue(s)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Indicate the exact negotiated Agreement Article number and subsection thereof, which you believe is being violated:**

\_\_\_\_\_

\_\_\_\_\_

**Action Requested:** \_\_\_\_\_

\_\_\_\_\_

**Step One/Informal Level Decision:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Administrator/Representative Signature:** \_\_\_\_\_

**\*Aggrieved/Association Representative Signature:** \_\_\_\_\_

**\*Note: Signature of the aggrieved and/or FLTA representative indicates only receipt and not necessarily agreement with the decision.**

**GRIEVANCE PROCEDURE FORM – FORMAL**

**STEP TWO LEVEL;**

**Aggrieved Person(s) and/or Association:** \_\_\_\_\_

**Date Grievance Occurred:** \_\_\_\_\_ **Date of Formal Filing:** \_\_\_\_\_

**Person(s) to Whom Grievance is Directed:** \_\_\_\_\_

**Attendees:** \_\_\_\_\_

**Step Two Formal Decision:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Administrator/Representative Signature:** \_\_\_\_\_

**\*Aggrieved/Association Representative Signature:** \_\_\_\_\_

**STEP THREE LEVEL:**

**Aggrieved Person(s) and/or Association:** \_\_\_\_\_

**Date Grievance Occurred:** \_\_\_\_\_ **Date of Step Three Formal:** \_\_\_\_\_

**Person(s) to Whom Grievance is Directed:** \_\_\_\_\_

**Attendees:** \_\_\_\_\_

**Step Three Formal Decision:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Administrator/Representative Signature:** \_\_\_\_\_

**\*Aggrieved/Association Representative Signature:** \_\_\_\_\_

**\*Note: Signature of the aggrieved and/or FLTA representative indicates only receipt and not necessarily agreement with the decision.**

## Teacher Observation and Evaluation Documentation

Teacher \_\_\_\_\_

Building \_\_\_\_\_

Grade \_\_\_\_\_

Subject \_\_\_\_\_

Years of Service at Field Local \_\_\_\_\_

### Current Contract Status

- One-Year Limited
- Three-Year limited
- Five-Year limited
- Continuing
- Permanent Substitute

Date of Evaluation Summary Meeting \_\_\_\_\_

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

Principal's Signature \_\_\_\_\_



**Teacher Observation Form B.2**

Teacher \_\_\_\_\_ Evaluator \_\_\_\_\_

Date/Time \_\_\_\_\_ Subject \_\_\_\_\_

KEY: 3=Distinguished, 2=Proficient, 1=Needs Improvement, 0=Unsatisfactory  
NA=Not Applicable, NO=Not Observed

**Area 1: Planning and Preparation**

- a. Demonstrating knowledge of content \_\_\_\_\_
  - knowledge of previous content
  - knowledge of current content
  - knowledge of future content
  
- b. Demonstrating knowledge of students \_\_\_\_\_
  - knowledge of developmental characteristics
  - knowledge of students' varied learning modalities
  - understanding of students' abilities and skill level
  - familiar with students' background knowledge and experiences
  - knowledge of students' interests or cultural heritage
  
- c. Selecting Instructional Goals \_\_\_\_\_
  - appropriateness to curriculum
  - clear learning goals
  - displays skill in planning to meet needs of all students
  
- d. Designing Quality Instruction \_\_\_\_\_
  - selecting appropriate learning activities
  - selecting appropriate learning materials
  
- e. Assessing Student Learning \_\_\_\_\_
  - consistent with instructional goals and curriculum/content standards

Comments:

Area 2: Classroom Environment

- a. Creating an Environment of Respect and Rapport \_\_\_\_\_
  - teacher interaction with students
  - student interactions
  
- b. Creating an Environment of Learning \_\_\_\_\_
  - expectations for learning and achievement conveyed by the teacher
  
- c. Managing Classroom Procedures \_\_\_\_\_
  - efficient classroom routine
  - effective classroom control
  
- d. Sets and Maintains Consistent Standards of Classroom Behavior \_\_\_\_\_
  - clear classroom expectations
  - monitoring of student behavior
  - appropriate response to student misbehavior
  
- e. Physical Environment \_\_\_\_\_
  - safety
  - conducive to learning

Comments:

**Area 3: Instructional Procedures**

**a. Clear Communication**

- instructional goals
- directions and procedures
- uses correct grammar in oral and written language

\_\_\_\_\_

**b. Questioning and Discussion Techniques**

- uses various levels of questioning
- encourages student participation

\_\_\_\_\_

**c. Engages Students in Learning**

- presentation of subject matter
- activities and assignments
- uses instructional time effectively

\_\_\_\_\_

**d. Providing Feedback to Students**

- specific and in a timely manner
- substantive and constructive

\_\_\_\_\_

**e. Demonstrating Flexibility and Responsiveness**

- lesson adjustment
- response to students' questions and comments

\_\_\_\_\_

Comments:

Area 4: Use of Technology

- a. Use of technology to enrich and enhance student learning \_\_\_\_\_
  - Uses technology within context of lesson
  - Uses technology to expand student learning
  
- b. Instruction in the Use of Technology to Access Resources \_\_\_\_\_
  - Demonstrate and instructs students in the use of technology to access resources that would otherwise be unavailable to the student.
  
- c. Effective Classroom Procedures Using Technology \_\_\_\_\_
  - Uses technology for records and grades
  - Uses technology for attendance and class forms
  - Uses technology to communicate with parents or other educators on daily, weekly, or monthly basis

Comments:

## Observation Log

During this observation, possible areas of focus will be planning/preparation, classroom environment, instructional procedures, and technology.

**OEC RUBRICS Form B.3**

**AREA 1: PLANNING AND PREPARATION**

- a. Demonstrates knowledge of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
  - 0.0 The teacher does not explain how the content of this lesson relates to the content of previous or future lessons or the explanation given is illogically or inaccurate.
  - 1.0 The teacher does not effectively explain how the content of this lesson relates to the content of previous or future lessons.
  - 2.0 The teacher accurately explains how the content of this lesson relates to the content of previous or future lessons.
  - 3.0 In addition to the requirements for level 2.0, the teacher accurately demonstrates how this lesson fits within the scope and sequence of the graded course of study.
  
- b. Demonstrates knowledge of students' developmental characteristics, learning modalities, abilities and skill level, background knowledge and experiences, and students' interests and cultural heritage.
  - 0.0 The teacher demonstrates a lack of knowledge of students' developmental characteristics, learning modalities, abilities and skill level, background knowledge and experiences, and students' interests and cultural heritage.
  - 1.0 The teacher demonstrates some knowledge of students' developmental characteristics, learning modalities, abilities and skill level, background knowledge and experiences, and students' interests and cultural heritage.
  - 2.0 The teacher demonstrates adequate knowledge of students' developmental characteristics, learning modalities, abilities and skill level, background knowledge and experiences, and students' interests and cultural heritage.
  - 3.0 The teacher demonstrates comprehensive knowledge of students' developmental characteristics, learning modalities, abilities and skill level, background knowledge and experiences, and students' interests and cultural heritage.

- c. Selects clear and appropriate instructional goals that meet curriculum requirements and the needs of all students.
  - 0.0 The Teacher lacks Lack of evident goals.
  - 1.0 The teacher's goals are not clear and appropriate.
  - 2.0 The teacher's goals are appropriate and meet students' needs.
  - 3.0 The teacher selects clear learning goals that are appropriate to the students and are differentiated for groups or individuals.
- d. Designs or selects instructional methods, activities, and materials or other resources that are appropriate.
  - 0.0 The teachers designs or selects instructional methods, activities, and materials or other resources that are clearly not appropriate.
  - 1.0 The teacher designs or selects instructional methods, activities, and materials or other resources that are unrelated.
  - 2.0 The teacher designs or selects instructional methods, activities, and materials or other resources that are appropriate for students.
  - 3.0 The teacher designs or selects instructional methods, activities, and materials or other resources that allow for a differentiated learning experience for groups and individuals.
- e. Assesses student learning based on instructional goals, curriculum, and/or content standards.
  - 0.0 The teacher has not provided for assessing student learning.
  - 1.0 The teacher's assessment is inappropriate to the instructional goals, curriculum, and/or content standards.
  - 2.0 The teacher's assessment is appropriate to the instructional goals, curriculum, and/or content standards.
  - 3.0 In addition to the requirements for level 2.0, the teacher describes how he or she uses the results of the assessment.

**AREA 2: CLASSROOM ENVIRONMENT**

- a. Creates an environment of rapport and respect between the teacher and students and the students and students.
  - 0.0 The teacher lacks rapport with the students and/or is unfair in the treatment of students.
  - 1.0 The teacher's attempts at rapport are inappropriate and/or the teacher tolerates unfair interactions among students.
  - 2.0 The teacher establishes a basic level of rapport with the students, is fair in the treatment of students, and does not accept negative interactions between students.
  - 3.0 The teacher successfully establishes rapport in ways that are appropriate to students' diverse backgrounds and needs, is fair in the treatment of students, and actively encourages fairness among students.
- b. Creates an environment of learning and expectations of achievement.
  - 0.0 The teacher creates a negative environment that communicates to the students that they are incapable of learning or that the teacher's expectations for their learning are low.
  - 1.0 The teacher does not create an environment for learning or set expectations for achievement.
  - 2.0 The teacher creates an environment for learning and set expectations for achievement.
  - 3.0 The teacher actively encourages the students to meet challenging expectations.
- c. Manages classroom efficiently and effectively.
  - 0.0 The teacher lacks classroom control and the classroom routines are not in evidence.
  - 1.0 The teacher's attempts at classroom control and routines are ineffective.
  - 2.0 The teacher's attempts at classroom control and routines are effective.
  - 3.0 The teacher demonstrates a comprehensive understanding of why it is important to maintain classroom control and routines.
- d. Sets and maintains consistent standards of classroom behavior by establishing clear classroom expectations, monitoring student behavior, and responding appropriately to student misbehavior.
  - 0.0 The teacher has established no classroom expectations, does not monitor student behavior, and responds to disruptive behavior inappropriately or not at all.

- 1.0 The teacher has established ineffective or inconsistent classroom expectations, makes attempts to monitor student behavior and makes attempts to respond to student misbehavior.
  - 2.0 The teacher has established effective and consistent classroom expectations, appropriately monitors student behavior and adequately responds to student misbehavior.
  - 3.0 In addition to the requirements for level 2, the teacher demonstrates exemplary classroom management techniques.
- e. Maintains a safe and educational physical environment that is conducive to learning.
- 0.0 The teacher allows the physical environment to be unsafe and/or interfere with learning.
  - 1.0 The teacher does not consistently provide a physical environment that is safe and conducive to learning.
  - 2.0 The teacher provides a physical environment that is safe and conducive to learning.
  - 3.0 The teacher uses the physical environment as a resource to facilitate learning, and provisions are made to accommodate all students (i.e. special needs).

**AREA 3: INSTRUCTIONAL PROCEDURES**

- a. Uses clear communication skills to convey instructional goals, directions, and procedures. Uses correct grammar in written and oral language.
  - 0.0 The teacher does not communicate instructional goals, directions, and/or procedures.
  - 1.0 The teacher communicates instructional goals, directions, and procedures in a confusing or inaccurate manner. The teacher uses incorrect grammar in oral and/or written language.
  - 2.0 The teacher communicates instructional goals, directions, and procedures in a proficient manner. The teacher uses correct grammar in oral and/or written language.
  - 3.0 In addition to the requirements of level 2.0, the teacher ensures that all students, including those who initially have trouble, understand and exhibit the instructional procedures for the lesson.
  
- b. Practices a variety of questioning and discussion techniques and encourages student participation.
  - 0.0 The teacher does not use questioning or discussion techniques and does not encourage student participation.
  - 1.0 The teacher infrequently uses questioning and discussion techniques and limits student participation.
  - 2.0 The teacher uses a variety of questioning and discussion techniques and encourages student participation.
  - 3.0 In addition to the requirements for level 2.0, the teacher specifically designs his or her level of questioning to actively encourage students to think independently, creatively, or critically.
  
- c. Engages students in learning through presentation of subject matter, activities and assignments while managing instructional time effectively.
  - 0.0 The teacher makes no attempt to engage students in learning through presentation of subject matter, activities, and assignments. Or, the teacher does not manage instructional time effectively.
  - 1.0 The teacher's presentation of subject matter is ineffective; the design of activities and assignments is not consistent with learning goals; and/or instructional time is used ineffectively.
  - 2.0 The teacher's presentation of subject matter is effective; the design of activities and assignments is consistent with learning goals; and instructional time is used effectively.

- 3.0 In addition to the requirements for 2.0, the teacher engages students by using a variety of presentation techniques, activities, and assignments and uses instructional time efficiently.
- d. Monitors students' understanding and provides feedback that is constructive, specific, and timely.
  - 0.0 The teacher makes no attempt to determine whether students are understanding and gives them no feedback.
  - 1.0 The teacher attempts to monitor the students' understanding of the content and/or the students receive some feedback.
  - 2.0 The teacher monitors the students' understanding of the content and/or the students receive constructive feedback in a specific and timely manner.
  - 3.0 The teacher monitors individual students or groups of students understanding of the content through a variety of means, providing feedback to students to assist learning, adjusting learning activities as the situation demands.
- e. Demonstrates flexibility through lesson adjustments and responds to students' questions and comments.
  - 0.0 The teacher makes no attempt to adjust the lesson and does not respond to students' questions and comments.
  - 1.0 The teacher makes some attempt to adjust the lesson, and/or tries to respond in an appropriate manner to students' questions and comments.
  - 2.0 The teacher adjusts the lesson, and/or responds in an appropriate manner to students' questions and comments.
  - 3.0 In addition to the requirements for level 2.0, the teacher makes adjustments based on the needs of the student and communicates the reason for these changes to the students.

**AREA 4: USE OF TECHNOLOGY**

- a. Uses technology to enrich and enhance student learning
  - 0.0 The teacher has demonstrated no knowledge of technology resources that would support and enhance student's learning experience.
  - 1.0 The teacher has demonstrated some knowledge of technology resources that would support and enhance student's learning experience.
  - 2.0 The teacher has demonstrated satisfactory knowledge of technology resources that would support and enhance student's learning experience.
  - 3.0 The teacher has demonstrated advanced knowledge of technology resources that would support and enhance student's learning experience.
  
- b. Uses technology and/or teaches the use of technology to access resources.
  - 0.0 The teacher does not use or teach technology to access resources that would otherwise be unavailable for student use.
  - 1.0 The teacher demonstrates some use of or teaching of technology to access resources that would otherwise be unavailable for student use.
  - 2.0 The teacher demonstrates satisfactory use of or teaching of technology to access resources that would otherwise be unavailable for student use.
  - 3.0 The teacher demonstrates advanced knowledge and skill in use of and teaching of technology to access resources that would otherwise be unavailable for student use.
  
- c. Effectively uses technology for records, grades, attendance and class forms, along with contact with parents and other educators on a daily, weekly or monthly basis.
  - 0.0 The teacher demonstrates no knowledge of technology use in this area.
  - 1.0 The teacher demonstrates some knowledge of technology use in this area.
  - 2.0 The teacher demonstrates satisfactory knowledge of technology use in this area.
  - 3.0 The teacher demonstrates advanced knowledge of technology use in this area.

**AREA 5: PROFESSIONAL RESPONSIBILITIES (used in the Summary Evaluation only)**

- a. Grows and develops professionally by completing licensure/certification requirements, district in-service requirements, and participates in educational organizations.
  - 1.0 The teacher does not complete LPDC requirements in a timely or accurate manner.
  - 2.0 The teacher fulfills state licensure/certification requirements and district in-service requirements and/or participates in educational organizations.
  - 3.0 The teacher exceeds the expected state licensure/certification requirements and the local in-service requirements and participates in several educational organizations.
- b. Contributes to the school and district by fulfilling contractual requirements and collaborating and interacts professionally with colleagues, students, and parents.
  - 1.0 The teacher fulfills the minimal contractual requirements of the master agreement between the Association and Board of Education and/or makes some attempt to collaborate and interact with colleagues, students, and parents.
  - 2.0 The teacher fulfills the contractual requirements of the master agreement between the Association and Board of Education and/or collaborates and interacts with colleagues, students, and parents.
  - 3.0 In addition to the requirements for level 2.0, the teacher provides a variety of services to the school and district, and the teacher initiates collaboration with colleagues, parents, and students.
- c. Communicates with families regarding the instructional program, student academics, and student behavior in a timely and accurate manner.
  - 0.0 The teacher does not communicate information regarding the instructional program, student academics, and/or student behavior in a timely and accurate manner.
  - 1.0 The teacher attempts to communicate in a timely and accurate manner, but communication is inappropriate.
  - 2.0 The teacher communicates in a timely and appropriate manner.
  - 3.0 In addition to the requirements for level 2.0, the teacher promotes an open line of communication in a variety of ways.

- d. Maintains Accurate Records.
  - 0.0 The teacher does not complete required records and reports.
  - 1.0 The teacher completes required records and reports, but not in a timely fashion.
  - 2.0 The teacher completes required records and reports on time.
- e. Shows professionalism by being punctual, following attendance procedures, maintaining professional attire/appearance, carrying out supervisory duties, and making professional decisions.
  - 0.0 The teacher consistently exhibits only two or less of the five listed characteristics of professionalism.
  - 1.0 The teacher consistently exhibits three or four of the five listed characteristics of professionalism.
  - 2.0 The teacher is punctual; follows attendance procedures; is professional in appearance and attire, carries out supervisory duties, exhibits professional decision making skills, and/or adapts to change. The teacher consistently exhibits all of the five listed characteristics of professionalism.
  - 3.0 In addition to level 2.0, the teacher willingly takes on leadership roles.
- f. Adapts to change by cooperatively implementing suggestions, practices/instructional strategies, complying with standards, and unexpected changes in daily routine.
  - 0.0 The teacher does not adapt to change.
  - 1.0 The teacher makes attempts to adapt to change
  - 2.0 The teacher adapts to change by cooperatively implementing suggestions, practices/instructional strategies, complying with standards, and unexpected changes in daily routine.

In addition to level 2.0, the teacher initiates and facilitates change in the building and/or district.

Field Local Schools  
 Summary Evaluation Form B.4

0.0 – Unsatisfactory    1.0 – Needs Improvement    2.0 Proficient    3.0 Distinguished    NA – Not Applicable    NO – Not Observed

<b>Area 1: Planning and Preparation</b>	<b>Code</b>	<b>Specific recommendations for improvements or commendations in performance</b>	<b>Means for obtaining assistance for making improvements</b>
a. Demonstrating knowledge of content			
b. Demonstrating knowledge of students			
c. Selecting Instructional Goals			
d. Designing Quality Instruction			
e. Assessing Student Learning			

Field Local Schools  
 Summary Evaluation Form B.4

0.0 – Unsatisfactory    1.0 – Needs Improvement    2.0 Proficient    3.0 Distinguished    NA – Not Applicable    NO – Not Observed

<b>Area 2: Classroom Environment</b>	<b>Code</b>	<b>Specific recommendations for improvements or commendations in performance</b>	<b>Means for obtaining assistance for making improvements</b>
a. Creating an Environment of Respect and Rapport			
b. Creating an Environment of Learning			
c. Managing Classroom Procedures			
d. Sets and Maintains Consistent Standards of Classroom Behavior			
e. Maintains a Safe and Educational Environment			

Field Local Schools  
 Summary Evaluation Form B.4

0.0 – Unsatisfactory    1.0 – Needs Improvement    2.0 Proficient    3.0 Distinguished    NA – Not Applicable    NO – Not Observed

<b>Area 3: Instructional Procedures</b>	<b>Code</b>	<b>Specific recommendations for improvements or commendations in performance</b>	<b>Means for obtaining assistance for making improvements</b>
a. Uses Clear Communication Skills			
b. Practices Questioning and Discussion Techniques			
c. Engages Students in Learning			
d. Monitors Student's Understanding and provides Feedback			
e. Demonstrates Flexibility and Responsiveness			

Field Local Schools  
 Summary Evaluation Form B.4

0.0 – Unsatisfactory    1.0 – Needs Improvement    2.0 Proficient    3.0 Distinguished    NA – Not Applicable    NO – Not Observed

<b>Area 4: Use of Technology</b>	<b>Code</b>	<b>Specific recommendations for improvements or commendations in performance</b>	<b>Means for obtaining assistance for making improvements</b>
a. Uses Technology to Enrich and Enhance Student Learning			
b. Instructs Students in the Use of Technology to Access Resources			
c. Uses Technology for Effective Classroom Procedures			

Field Local Schools  
 Summary Evaluation Form B.4

0.0 – Unsatisfactory    1.0 – Needs Improvement    2.0 Proficient    3.0 Distinguished    NA – Not Applicable    NO – Not Observed

<b>Area 5: Professional Responsibilities</b>	<b>Code</b>	<b>Specific recommendations for improvements or commendations in performance</b>	<b>Means for obtaining assistance for making improvements</b>
a. Grows and Develops Professionally			
b. Contributes to the School and District			
c. Communicates with Families			
d. Maintains Accurate Records			
e. Shows Professionalism			
f. Adapts to Change			

### 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	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and 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.
	Evidence				
INSTRUCTIONAL PLANNING	<b>ASSESSMENT DATA</b> (Standard 3: Assessment)  <i>Sources of Evidence:</i> 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	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>                      (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i>                      Pre-Conference</p>	<p>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.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p>	<p>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.</p>
	Evidence			<p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>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.</p>

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p><b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>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.</p>
	Evidence	<p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
	Evidence				
INSTRUCTION AND ASSESSMENT	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
	Evidence				

Instruction and Assessment	Ineffective	Developing	Skilled	Accomplished
<p><b>RESOURCES</b>  <b>(Standard 2: Content;</b>  <b>Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i>                      Pre-Conference                      Formal Observation                      Classroom Walkthroughs/                      Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>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.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>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.</p>
<p><b>Evidence</b></p>				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT</b> (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>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.</p> <p>There are no evident routines or procedures: students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>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.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>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.</p>	<p>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.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>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.</p>	<p>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.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>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.</p> <p>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.</p>
	Evidence				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>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.</p> <p>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.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
	Evidence				

Professionalism		Ineffective	Developing	Skilled	Accomplished
<b>PROFESSIONALISM</b>	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>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.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>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.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals</p>	<p>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.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	<b>Evidence</b>				

# Informal Observation, General Form

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
 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	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

**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.

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<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

**Field Local Schools - Educator Plan Recommendation**

Date \_\_\_\_\_

Educator Name \_\_\_\_\_ Building \_\_\_\_\_

This educator is recommended for the following plan for the \_\_\_\_\_ school year:

- Self-Directed Professional Growth Plan
- Collaborative Professional Growth Plan
- Improvement Plan

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_



**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

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

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: 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.

**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**

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)

**Final Summative Rating of Teacher Effectiveness**

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>	<b>ACCOMPLISHED</b>
<b>Cumulative Performance Rating (Holistic Rating using Performance Rubric)</b>				
<i>Areas of reinforcement/ refinement:</i>				
<b>Student Growth Data 50%</b>	<b>BELOW EXPECTED GROWTH</b>	<b>EXPECTED GROWTH</b>	<b>ABOVE EXPECTED GROWTH</b>	
<b>Student Growth Measure of Effectiveness</b>				
<i>Areas of reinforcement/ refinement:</i>				
<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>	<b>ACCOMPLISHED</b>

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.

REQUEST FOR ALTERNATE PARENT CONFERENCE ACTIVITIES

Name \_\_\_\_\_

Date \_\_\_\_\_

Principal \_\_\_\_\_ Date \_\_\_\_\_  
Signature denotes plan approval

Reason for absence.

Plan to address conference needs. (alternate date, phone conferences, or other.)

Alternate plan summary.

Date Completed \_\_\_\_\_

Teacher \_\_\_\_\_

Principal \_\_\_\_\_  
Signature denotes completion of alternative plan.

**INSERVICE LOG FORM  
FIELD LOCAL SCHOOLS**

NAME \_\_\_\_\_

DATE OF ACTIVITY \_\_\_\_\_

TIME OF ACTIVITY: FROM \_\_\_\_\_ TO \_\_\_\_\_

NAME OF ACTIVITY \_\_\_\_\_

SPONSORING ORGANIZATION \_\_\_\_\_

LOCATION \_\_\_\_\_

BRIEF DESCRIPTION OF ACTIVITY\* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL NUMBER OF HOURS USED FOR THIS ACTIVITY\*\* \_\_\_\_\_

SIGNATURE OF EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_

APPROVE \_\_\_\_\_

DISAPPROVE \_\_\_\_\_

**\*Optional - Attach Program, Inservice Flier or Agenda**

**\*Note: Participation in any NEOEA-sponsored program shall be credited for six and one-half (6 1/2) hours, even if the length of the program exceeds six and one-half (6 1/2) hours, unless prior approval is obtained.**

**APPENDIX D-1**

STAFF DEVELOPMENT LOG                      Year 20\_\_\_\_ - 20\_\_\_\_  
Log to be turned in with checkout at the end of the year.

Name of Activity \_\_\_\_\_

Date of Activity \_\_\_\_\_

Brief Description of Activity \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of Hours for this Activity \_\_\_\_\_

Name of Activity \_\_\_\_\_

Date of Activity \_\_\_\_\_

Brief Description of Activity \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of Hours for this Activity \_\_\_\_\_

Name of Activity \_\_\_\_\_

Date of Activity \_\_\_\_\_

Brief Description of Activity \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of Hours for this Activity \_\_\_\_\_

Total Hours for the 20\_\_\_\_ - 20\_\_\_\_ School Year \_\_\_\_\_

**FIELD LOCAL SCHOOLS  
INTERIM LIMITED CONTRACT FOR REGULAR TEACHING DUTIES**

It is hereby agreed by and between \_\_\_\_\_, hereinafter called the teacher and by the Field Local Board of Education, Portage County, Ohio, hereinafter called the Board as follows:

The Board agrees to appoint and employ the teacher on an interim basis for the purposes of filling a temporary vacancy for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_, or until such earlier time as the teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended.

The teacher accepts the provisions of the law pertaining to the State Teacher's Retirement System as part of this contract and as a condition of the employment provided for herein. The said employment is subject to all provisions of law with the exception of the following:

- 1) This contract is issued with no expectation of continued employment beyond its term;
- 2) This contract automatically expires without further action from the Board;
- 3) The interim teacher is exempted from the evaluation and nonrenewal provisions contained in the Master Agreement between the Association and the Board and also, Ohio Revised Code Sections 3319.11 and 3319.111;
- 4) The teacher has no displacement rights pursuant to the RIF procedure contained in the Master Agreement between the Association and the Board.

In consideration of the service rendered by the teacher, the Board agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the School District whether existing or hereafter adopted. The initial compensation to be paid under this contract, according to the existing salary schedule shall be at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per annum to be paid in twenty-six (26) equal installments. Such duties shall be performed by the teacher during the \_\_\_\_\_ to \_\_\_\_\_ school year beginning \_\_\_\_\_ and ending \_\_\_\_\_. The teacher agrees that in the performance of his/her professional duties he/she will abide by and maintain the applicable law and the rules and regulations of the Board and all provisions of the Master Agreement between the Board and the Association. The teacher agrees to teach the number of school days as prescribed by the Board during the term of this contract.

The teacher affixing his/her signature hereto represents that he/she has been notified as required by Section 3307.58 of the Ohio Revised Code of his/her duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to the State Teacher's Retirement System as a condition of employment.

The President and Treasurer of the Board by affixing their signature hereto, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teacher upon request.

Failure to sign and return this contract to the Treasurer's office by \_\_\_\_\_ will be considered null and void after said date.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
President - Board of Education

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Treasurer - Board of Education

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Teacher

**PLEASE SIGN AND RETURN ONE COPY TO THE SUPERINTENDENT'S OFFICE**

**APPENDIX F**

IF YOU WISH TO BE TRANSFERRED OR REASSIGNED TO ANOTHER BUILDING, GRADE, OR SUBJECT, YOU MUST SUBMIT THIS FORM BY MAY 15<sup>th</sup> OF THE YEAR PRECEDING THE SCHOOL YEAR YOU WISH TO BE TRANSFERRED/ASSIGNED. TRANSFER REQUEST FORMS ARE VALID FOR ONE SCHOOL YEAR ONLY.

**TRANSFER REQUEST FORM**

Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

Address \_\_\_\_\_

Phone Number (current and summer) \_\_\_\_\_

Current Assignment (building, grade, subject) \_\_\_\_\_

\_\_\_\_\_

Area[s] of Certification/Licensure (list all) \_\_\_\_\_

Have you ever been involuntarily transferred? \_\_\_\_\_ Yes \_\_\_\_\_ No

TRANSFER REQUEST: List by priority the building, grade, and subjects to which you seek transfer. If you do not specify a building, grade or subject, you agree to be considered for all positions for which you are certificated/licensed.

Building	Grade	Subject
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**Sick Leave Transfer Authorization**

I, \_\_\_\_\_, voluntarily authorize the transfer of one (1) day per year of my accumulated sick leave. I understand that the authorization shall remain effective from year to year, and that I may opt out only between September 1 and September 15 of a school year.

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

\_\_\_\_\_  
Date

---

**Sick Leave Opt Out**

I, \_\_\_\_\_, request that my annual donation of one day of sick leave cease.

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

\_\_\_\_\_  
Date

# Field Local Schools Mentor Application

<b>Office Use Only</b>
Received: _____
Initials: _____

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please return the completed form to the Superintendent's Office.

# of Years Teaching Experience \_\_\_\_\_ # of Years Teaching in Field Local Schools \_\_\_\_\_

Licensure/Certification Areas: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Current Building Assignment: \_\_\_\_\_

Current Teaching Assignment: \_\_\_\_\_

Have you attended the ODE's Instructional Mentor Training?      Yes      No

Have you attended the ODE's Resident Educator Training?      Yes      No

Have you previously served as a mentor in the Field Local Schools?

- Yes – In the current Resident Educator Program
- Yes – Under the Entry Year Program using Praxis
- Yes- Under a program previous to Praxis
- No-I have never served as a Mentor in the Field Local Schools

The Mentor plays a vital role in the Resident Educator Program. Mentors will be expected to meet with, observe and provide support for their assigned Resident Educators throughout the school year and meet all other Mentor requirements.

Please explain why you would like to be a Mentor for the Field Local Schools.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

An interview process may be used to complete the selection of Mentors for the Resident Educator Program.

# FIELD LOCAL BOARD OF EDUCATION

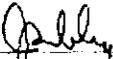
## CERTIFICATE OF AVAILABLE RESOURCES

(Fiscal Year 2013-2014)

(Section 5705.412, et. al, Ohio Revised Code)

It is hereby certified that the Field Local School District Board of Education has sufficient funds to meet the obligation, payment or expenditure for the above and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of the certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in the adopted school calendars for the current fiscal year and for the number of days in the succeeding fiscal year equal to the number of days of instruction was held or is scheduled for the current fiscal year. If the expenditure certified above is for a contract or agreement, this certification is for the term of the contract or for the current fiscal year plus the two immediately succeeding fiscal years, whichever period is greater.

Dated: June 30, 2013

x  James Vokac - Treasurer

x  Beth Coleman - Superintendent

x  Jerry Kettering - President of Board

Purpose of Certification: FLTA Teacher Contract