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NEGOTIATED AGREEMENT

BETWEEN THE

**NEWBURY EDUCATION ASSOCIATION
(CERTIFIED EMPLOYEES)**

AND THE

**NEWBURY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Effective July 1, 2013 through June 30, 2014

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ARTICLE I - RECOGNITION

- A. The Newbury Local School District Board of Education, hereinafter referred to as the "Board", recognizes the Newbury Education Association, hereinafter referred to as the "NEA," and its affiliates as the sole and exclusive representative for all certificated teachers for the purpose of collective bargaining wages, hours and other terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.
- B. Teachers include all persons employed by the Newbury Local School District Board of Education defined as such in Section 3319.09 of the Ohio Revised Code (the term "teacher(s)", "employee(s)", and "member(s) of the bargaining unit" are used interchangeable in this Agreement). The bargaining unit shall include classroom teachers, tutors, librarians, guidance counselors, specialists, psychologists, long-term substitutes (persons employed in the same position for sixty (60) or more days) and others holding teaching certificates who are not in administrative positions.
- C. The bargaining unit shall not include administrators, supervisors, noncertified employees, employees assigned to St. Helen, seasonal employees, casual employees, or short-term substitute teachers.
- D. Recognition shall continue for the duration of this Agreement. Representative status of the NEA may only be challenged in accordance with O.R.C. 4117.

ARTICLE II - NEGOTIATIONS PROCEDURES

- A. Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the NEA.
- B. Unless otherwise agreed, ten (10) days prior to the first negotiations session, the parties agree to exchange complete negotiations packages. The packages shall contain the fully-written proposals for a successor contract.
- C. Thereafter, no later than ninety (90) calendar days prior to the expiration of the current Agreement, the parties agree to meet and negotiate in accordance with the procedures set forth herein in good faith in an effort to reach agreement on matters raised by the parties relating to questions of wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of provisions of this Agreement. Any agreement reached shall apply to all members of the bargaining unit. This Agreement shall be reduced to writing, presented to the NEA membership and, if adopted, be presented to the Board for its approval and, if approved, be executed.
- D. Once packages have been exchanged, no new items may be added by either party except through mutual agreement.

- E. During negotiations the Board and the NEA will present relevant data, exchange points of view, and make proposals and counterproposals. All public records will be made available to the NEA upon reasonable request, in writing, during normal business hours.
- F. During the course of negotiations, items tentatively agreed to shall be reduced to writing and initialed by representatives of each negotiations team and set aside. No items shall be finally agreed to by the respective negotiating teams until all items have been agreed to.
- G. Every effort shall be made to conclude negotiations within forty-five (45) days from the date of the first negotiating session unless mutually extended. If negotiations have not been concluded by that time, or within forty-five (45) days prior to the expiration date of the Agreement, whichever comes sooner, either party may declare an impasse in negotiations by written notice to that effect personally served upon the chief negotiator for the other side. Thereupon, the parties shall request the services of a federal mediator. The chief negotiator for the party declaring impasse shall request that the Federal Mediation and Conciliation Service (FMCS) appoint a mediator. Sessions shall be held at mutually convenient times and at a neutral site. If no Federal Mediator is available in a timely fashion, the parties shall contact the State Employment Relations Board (SERB), who shall appoint a mediator. Two (2) full day sessions shall be held during which time the mediator shall attempt to mediate a settlement which is acceptable to both parties. Any costs of the Mediator's services shall be shared equally by the parties.
- H. If, in order to complete this procedure, the time period extends beyond the concluding date of the current contract, that contract shall be automatically extended for a period of five (5) workdays following a settlement agreement, during which time the Board and the NEA shall each hold meetings to act on the settlement agreement. Unless specifically agreed otherwise, the terms and conditions of the successor contract shall be retroactive to the first workday following the expiration date set forth in the former contract.
- I. There shall be no publicity releases except those mutually agreed to by the parties until after notice of impasse has been served by one party or the other in accordance with the above paragraph. This is not to preclude the NEA from keeping the NEA membership informed and the Board's team from keeping the Board members informed of the progress of negotiations.
- J. Negotiating sessions between the Board and the NEA shall be closed to the press and the public.
- K. Before the Board changes and/or enacts any policies affecting wages, hours, terms and/or other conditions of employment of members of the bargaining unit, the Board will notify the NEA in writing that it is considering such a change(s). The NEA will have the right to negotiate with the Board regarding any such proposed change(s) for a period of ten (10) days, provided that it files a request with the Board within five (5) workdays after receipt of the Board's notice. Nothing in the Board's policies shall conflict with the terms and conditions of this Agreement nor in any way diminish the terms and conditions of this Agreement.

- L. The impasse procedures set forth above constitute the parties' mutually agreed upon dispute settlement procedures and shall operate in lieu of any and all settlement procedures set forth in O.R.C. §4117.14.
- M. The Board and the NEA agree that any or all of the procedures contained in this Article may be amended at any time by written mutual agreement of the Newbury Board of Education and the Newbury Education Association.

ARTICLE III - ABSENCES AND LEAVES

All leave forms shall be found on the Computer Kiosk, with the exception of the Child Rearing Leave Form.

A. Sick Leave

1. Under provisions of O.R.C. §3319.141, all members of the bargaining unit shall be granted sick leave at the rate of one and one-quarter (1 ¼) days for each month of employment with the maximum possible accumulation of fifteen (15) days per year. The maximum number of days of sick leave which may be accumulated is two hundred fifty (250) days.
2. Any teacher who has reached one hundred eighty (180) days or more must choose to be compensated for unused sick leave days, earned at the rate of one and one-quarter (1 ¼) days per month, in excess thereof per a. or b. below or to accumulate sick leave days up to the two hundred fifty (250) day maximum.
 - a. An annual payment of Forty Dollars (\$40.00) for each full day or portion thereof up to a maximum of fifteen (15) days, payable on or before August 30th of each year, of earned, unused, non-accumulative sick leave days earned during the preceding school year; or
 - b. One (1) unrestricted special leave day to be used during the following school year for each five (5) full days of earned, unused, non-accumulative sick leave days earned during the preceding school year provided. Special leave days shall be accumulative to a maximum of five (5). The following conditions shall apply to use of any such special leave:
 - (1) At least five (5) days advance notice must be given by any such teacher to his or her principal of the intent to use same.
 - (2) No such days may be used during the first five (5) days of either semester or the last five (5) days of the school year.
 - (3) The election to receive payment under a. or b. above must be made in writing and delivered to the Treasurer on or before August 15 of

the year of entitlement or, if not used during the subsequent year, may be cashed in June of that year.

- c. Election forms, in accordance with 2. above, shall be provided to eligible teachers.
3. Accumulated sick leave may be used for the following reasons:
 - a. Personal illness, and/or exposure to contagious diseases that can be communicated to others.
 - b. Death in the immediate family. The immediate family is construed to mean grandparent, grandchild, husband, wife, child, father, mother, sister, brother, or similar relative by marriage; or death in the household.
 - c. To attend duties necessitated by the hospitalization or by serious illness of the immediate family.
 - d. Pregnancy – A signed statement from the teacher’s physician, certifying that the teacher cannot perform the duties required shall be necessary to determine the beginning date of absence. The teacher may use sick leave not to exceed six (6) weeks during the postpartum period.
 4. All teachers shall submit the provided Sick Leave Form upon returning to the classroom. If medical attention is required, the teacher’s statement must list the name and address of attending physician and dates of consultation.
 5. All regularly scheduled new teachers, upon signing a contract for the school year, and all present teachers who have exhausted their respective accumulations of sick leave, shall be entitled to an advancement of five (5) days sick leave, with pay, at the beginning of each school year or if needed during the school year. The sick leave days will be advanced to the teacher in a block of five (5) days. No more than five (5) days will be advanced to the teacher by the Board between July 1, and June 30 of each school year. Any of the five days not used by the teacher by June 30, shall be paid back to the school District. If the teacher has not earned enough sick days during the course of the school year to reimburse the District for all five (5) days, the number of days the teacher owes the District will be deducted from the teacher’s final paycheck for the school year. If the paycheck does not cover the total number of days owed, the remaining days will be deducted from the teacher’s next pay check. In addition, a teacher who exhausts sick leave during the course of the school year and is docked for absence due to illness will be reimbursed in August for any sick leave days earned subsequent to the days docked.
 6. Teachers who work less than full-time shall be entitled to sick leave for the time actually worked in the Newbury School District at the same rate as that granted to full-time teachers. The Treasurer shall maintain an employment record for each

such teacher regarding days of actual employment. Teachers who work fewer than five (5) days per week shall be credited for one and one-quarter (1 ¼) days of sick leave for each twenty (20) days worked in the Newbury Local School District. Teachers who work part-time shall earn and accumulate sick leave on a prorated basis according to hours worked. The proration shall be the same as that for salary and benefits. Teachers who earn sick leave on a prorata basis shall likewise have it deducted on the same pro-rata basis.

B. Personal Leave

1. Each teacher shall be allowed three (3) personal leave days each year. A maximum of ten percent (10%) of the bargaining unit members may use personal leave on the same day.
 - a. Two (2) of the three (3) personal leave days shall be unrestricted.
 - b. The restricted personal leave day cannot be used the first or last five (5) days of the school year or the scheduled workday before or after a recess.
 - c. No personal days shall be used to engage in gainful employment.
2. Intentional falsification of a personal leave form may be grounds for employee termination.
3. Any personal leave days not used during a school year will be converted to sick days at the end of the fiscal year, adding a maximum of three (3) days to the accumulated sick days. The result is that an employee may accumulate a total of eighteen (18) days per year in combined accumulated sick days and personal days; however, the total maximum accumulation of sick days may not exceed 250 days.

C. Assault Leave

1. It is recognized by the Board that a teacher who is absent due to physical disability resulting from a physical assault which occurs in the course of Board employment will be maintained on full pay status during the period of disability for a period of up to the remainder of the school year during which the assault occurred provided, however, that should said assault occur less than sixty (60) school days from the end of the school year such leave may extend into the next school year so as to provide a maximum of sixty (60) days total available leave. Assault leave granted shall not be charged against sick leave or special leave. For the purposes of this Article, assault is defined as the intentional causation of physical harm to the teacher by any other person. This Article is also intended to cover injuries suffered by the teacher during the course of, or as a result of, an assault, as defined herein, upon third person(s).

2. Procedure to be Followed

- a. A teacher who has been physically assaulted in connection with the performance of his/her duties shall notify his/her appropriate supervisor immediately.
- b. The teacher shall furnish a signed statement on forms provided by the Board to justify the use of assault leave.
- c. The teacher will furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before assault leave can be approved for payment.
- d. If court action results, said teacher shall be granted leave of his/her professional duties and a qualified substitute provided without loss of pay, and no deductions will be made from his/her sick or special leave.
- e. A teacher, disabled as a result of physical assault, shall be returned to the same position as held at the time of the incident if the return is in the same school year, or will be returned to a similar position if the return is in the following school year.

3. Criminal Charges

- a. A teacher must be willing to file criminal charges against the perpetrator of the assault to qualify for assault leave.
- b. The Board respects the rights of its teachers and will respect teachers' decisions to file criminal charges against the perpetrator of the assault.
- c. A teacher shall be paid at his/her per diem rate for time spent in proceedings which result from the filing of criminal charges during the regular school workday/year and Fifteen Dollars (\$15.00) per hour spent during non-school workdays.
- d. Board-provided legal counsel shall be made available to a teacher in connection with the filing of criminal charges.

D. Child-Rearing Leave

Leave without pay for purposes of child-rearing shall be granted in accordance with the following terms and conditions upon request of the teacher (See Appendix K for Child Rearing Leave Form):

1. This leave shall apply to teachers adopting children two (2) years of age or younger as well as those teachers having children born to them or their spouses.

2. The teacher shall submit notification of the need for leave on the form included as part of this Agreement as soon as possible but no later than two (2) weeks prior to the commencement of the leave.
3. Any such leave shall commence, if possible, at the beginning of the first or second semester but may commence at any other time as is required by the circumstances involved. Such leave shall extend through the remainder of the then current school contract year or for such shorter period as the teacher may request and the Superintendent may approve. Upon the request of the teacher, said leave may be extended for an additional one (1) or two (2) semesters.
4. If the teacher granted leave pursuant to this provision is on a limited contract, provisions of such contract, all other provisions of this contract, and applicable state law shall apply in reference to nonrenewal and the notification dates therefore. While use of leave hereunder shall not be grounds for termination or nonrenewal of a teacher's contract, the fact that any such teacher may be on leave pursuant to the terms of this provision does not exempt such teacher from operation of the nonrenewal provisions of state law or this Contract.
5. Teachers on child-rearing leave shall notify the Superintendent by letter of plans for the coming school year by April 1 preceding the year of anticipated return, unless the birth or adoption of the child in question occurs subsequent to March 15, in which case the teacher shall have until July 1 to notify the Superintendent of his/her intentions for the coming school year.
6. If notification is not received in timely fashion by certified mail with return receipt requested (either by April 1 or July 1), it will be conclusively presumed that the teacher on leave does not wish to return to employment with the Newbury Schools.
7. During the first fifty-nine (59) days of any leave granted pursuant to this provision, the teacher in question may cancel his/her request for this leave and resume his/her regular teaching duties.
8. A teacher on leave of absence pursuant to this provision who complies with the foregoing notice requirements shall resume the same contract status held prior to the leave and shall be returned to professional duties in the form of a position within his/her area of certification.

E. Miscellaneous Leaves

1. Absence to Attend Professional Meetings and Conferences
 - a. Absence, with or without pay, may be authorized by the Superintendent to permit teachers to attend local, district, state, national and international meetings or conferences of a professional nature. Authorization for such absences shall be obtained prior to the absence by a written request to the

Superintendent. Teachers sent to such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary.

- b. Upon prior approval of the building principal, high school coaches and activity sponsors whose students are participating may attend statewide competitions such as the Ohio High School Athletic Association tournaments and similar such student competition/exhibitions and shall be provided with leave without loss of pay or benefits and expenses. Reimbursement of junior high coaches' expenses may be authorized by the Superintendent if requested by the Head Coach. The Athletic Directors' expenses shall be reimbursed for at least one (1) statewide competition per school year unless no professional leave is being granted within the District.
- c. Coaches/sponsors who wish to attend competitions or exhibitions where their students are not participating may be provided leave without loss of pay or benefits.

2. Visits to Other Schools

The Superintendent may excuse teachers for the purpose of visiting other schools 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 transportation.

3. Jury Duty

Any teacher who receives a notice to serve as a juror shall be paid in accordance with O.R.C. §3313.211.

4. Military Leave

Military leave is permitted and is completely defined in O.R.C. §3319.14, Military Service, and O.R.C. §5923, National Guard Service. Teachers may contact principals or the Superintendent for complete code section.

5. Leave of Absence for Personal Illness

Any teacher who, after exhaustion of his/her accumulated sick leave, is unable to perform satisfactorily the duties of his/her position because of personal illness or of other disability shall, upon written request of the teacher, be granted a leave of absence without pay for up to two (2) consecutive school years. This leave shall be pursuant to the provisions of O.R.C. §3319.13.

F. Family Medical Leave

All teachers shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Paid leaves provided by this agreement may be used by the teacher instead of or in addition to FMLA leave, provided the reason(s) for the use of paid leave meet the requirements of this Agreement. Unpaid leaves provided by this agreement shall be included as part of the twelve (12) weeks of leave provided by the Family and Medical Leave Act.

G. Group Insurance While on Unpaid Leaves of Absence

1. Except as provided by Section F above, all benefits shall cease to be provided and cease to accumulate during the full duration of any unpaid leave of absence provided; however, a teacher on an approved unpaid leave of absence may, at his or her election, notify the Treasurer of his or her desire to continue to participate in group insurance plans at his or her sole expense. The Treasurer shall then advise the teacher of the total monthly premium payment due. Any such participation shall be in accordance with the terms set forth below and failure of the teacher to comply with such terms shall terminate his or her right to continued coverage and participation.
2. All premium payments shall be due in the office of the Treasurer of the Board on the fifth (5th) day of the month of actual coverage. If checks are not received by this date, coverage shall be terminated on the last day of the current month. However, the teacher will be liable for that month's premium. This provision shall apply to teachers on leaves of absence as well as teachers who are without jobs as a result of reduction in force but who are awaiting recall.
3. If a teacher commenced an unpaid child-rearing leave of absence or a leave of absence for personal illness after completing one hundred twenty (120) days of full-time employment, the teacher's fringe benefits will be paid through June 30; one hundred forty (140) days through July 31; and one hundred sixty (160) days through August 31 of that school year.

H. Leave Pursuant to a Summons or Subpoena

A teacher who is summoned or subpoenaed in connection with a school-related matter shall be granted leave with no loss of pay or other emoluments for days covered by the summons or subpoena.

I. Leave of Absence for Travel or Professional Study

1. After five (5) or more consecutive years of service in the Newbury School District, a teacher shall be granted, upon request, a leave of absence not to exceed one (1) year for travel or professional study designated expressly to improve or broaden skills as a teacher, specialist teacher, supervisor, or administrator.

2. Annual increments provided by the salary schedule shall be granted for the year of travel provided the itinerary is for a period exceeding six (6) months and also providing the Superintendent is satisfied that the travel will meet the requirements cited above. In case of a difference of opinion, appeal may be made to the Board. Annual increments provided by the salary schedule shall be granted for the year of professional study providing eighteen (18) or more semester hours are earned or during which a doctoral program was completed. No salary or benefits will be paid.
3. All leaves must be requested prior to April 1 prior to the leave, and requests for reassignment at the conclusion of the leave must be submitted prior to April 1 of the year of absence.
4. Leaves will be granted as of September 1 or the beginning of the school year if earlier than September 1 and will conclude with the return to duty of the teacher the following August 31 or such earlier day as is applicable under his/her contract.
5. The recipient of a leave shall return to the Newbury Local School District for a period of at least one (1) school year or the Board shall withhold the annual increment from the teacher's credit and from any notification to a future employer concerning salary schedule credit. Only one (1) such leave shall be granted to a teacher. No more than two (2) teachers shall be on leave at any time.
6. Failure to complete the requirements shall void all responsibilities of the Board.

J. General and Sabbatical Leave

1. General

Once during any ten (10) school year period, a teacher may take an unpaid leave of absence which shall be for a full school year. Notification shall be provided to the Superintendent by April 1 of the school year preceding the leave year. Leave may be for a shorter period than a full school year or more often than once every ten (10) years upon a showing of good cause and with the Superintendent's approval.

2. Sabbatical

Teachers who have been employed in the Newbury School District for at least five (5) consecutive years shall be granted leave upon proper application, for not more than one (1) school year for the purpose of professional improvement, in accordance with O.R.C. §3319.131, subject to the following conditions:

- a. Except with the approval of the Superintendent, not more than one (1) teacher may be on leave at any one time. If more than one (1) teacher requests leave, preference shall be based upon seniority.

- b. The program for leave must be filed with the Superintendent in advance. Application, including an outline of the program for professional improvement, must be submitted by April 1 for consideration of leave for the following first semester or school year and by August 1 for the second semester. By mutual agreement of the applicant and the Superintendent, these dates may be waived, in which case the NEA President shall be so informed. If for some reason the initial proposed program is unacceptable, the teacher shall be provided with a written statement specifying the reasons why the proposed program is unacceptable, and the teacher will be offered a grace period of two (2) weeks (10 school days) to resubmit the program. A detailed statement of achievement must be submitted at the conclusion of the leave.
- c. Sabbatical leave for the second semester will be contingent upon employment of a satisfactory substitute.
- d. Upon evidence that the professional growth plan has been completed satisfactorily, the teacher shall receive partial compensation in accordance with the following restrictions:
 - (1) The teacher must be willing to return to the employ of the school district for at least one (1) year following the leave.
 - (2) Compensation shall be limited to the difference between the total cost (salary, retirement, and Board paid taxes and fringe benefits) of the replacement teacher and the total cost the teacher on sabbatical leave would have cost during the period of leave, such compensation to be paid in two (2) equal installments in January and June during the year of return to service. At the option of the teacher on sabbatical leave, the teacher may elect to forego compensation in favor of having the Board continue its contribution toward fringe benefit coverage during the period of the sabbatical leave.
- e. A teacher, upon return from leave, shall be assured employment either in his/her former position or a comparable one carrying like status and pay. All rights with respect to contract status and other benefits including seniority and salary schedule credit for the period of the sabbatical leave shall be granted to the teacher upon return. However, sick leave shall not accrue during the time of the sabbatical leave.
- f. No teacher shall be granted such leave more often than every six (6) years, and leave will not be granted more than once to the same teacher unless no other qualifying teacher is awaiting a sabbatical.

K. Short-Term Unpaid Leave

1. When an employee has exhausted personal leave, he/she may qualify for dock days for the purposes that qualify for approved personal leave as defined in Article III (B) above.
2. Application shall be made as provided in the personal leave section in Article III. Written requests for short-term leave must be made at least two (2) weeks in advance of the date the leave commences, except in emergency situations.
3. The employee shall not be paid for the day(s) in question, and shall not be entitled to make-up the day.
4. The Superintendent will make final decisions as to the quantity of dock days. This decision shall not be grievable.

ARTICLE IV - CONTRACTS

A. Limited Contracts

All teachers who are appointed for the first time in the Newbury Local School District will be issued a limited annual contract.

B. Continuing Contracts

To be eligible for a continuing contract, a teacher must meet the requirements under state law as follows:

1. Hold a professional, permanent, or life teacher's certificate; or
2. Hold a professional educator license and have completed the applicable one of the following:
 - a. If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in State Board of Education rules; or
 - b. If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in State Board of Education rules.

3. Taught at least three (3) of the last five (5) years in the District. Teachers who have held a continuing contract prior to employment at Newbury shall be eligible for a continuing contract after serving a two (2) year period. The Board may, at the time of employment or any time within the first two-year period, declare such teacher eligible. The Board may nonrenew the teacher at the end of the second school year of employment. If so, the teacher will not be entitled to a continuing contract.

For a teacher to be eligible for a continuing contract, the teacher must inform the Superintendent in writing of his/her eligibility by October 30 of the year the teacher becomes eligible or expects to become eligible for a continuing contract. If the teacher does not notify the Superintendent by October 30 of his/her eligibility, the Board may delay the decision to award a continuing contract until the next school year.

C. Extended Limited Contracts:

Teachers eligible for a continuing contract found to be deficient, in the opinion of their principal and/or Superintendent, may be placed on an extended limited contract for a period not to exceed two (2) years. Prior to the issuance of the extended limited contract the teacher shall be notified of the deficiencies during the evaluation process and in writing by the Superintendent and/or principal on or before May 10. The teacher must receive notice of being given an extended limited contract by June 1. The teacher shall be given the reason(s) directed at the professional improvement of the teacher. Should the teacher be reemployed at the end of the extended limited contract, the teacher shall be granted a continuing contract.

- D. Teaching duties and responsibilities must be described and clarified in the employees' job descriptions. Each job description shall outline the minimum qualifications, general duties and major responsibilities for the position. NEA shall receive a copy of the job description for all newly-created bargaining unit positions prior to their implementation. Each teaching contract and salary notice shall include the statement:

“Included as part of this Contract are the terms and conditions of the Agreement Between the Newbury Education Association and the Newbury Board of Education.”

- E. The Board shall have the right to create new positions within the bargaining unit and to determine a salary or stipend for such positions. If new positions are created during the term of this Agreement, job descriptions shall be negotiated, at the request of the NEA, and/or included as an addendum to this Agreement.

ARTICLE V - TEACHER DAY, YEAR AND ASSIGNMENT

A. Teacher Day

1. The teacher day shall not exceed a total of seven and one-half (7½) hours inclusive of the following:

- a. A minimum of thirty (30) minutes as a duty-free lunch period.
- b. Elementary Teacher Day

At the elementary level, a classroom teacher shall have a maximum of sixteen hundred eighty (1680) minutes of instruction per week, minus non-student contact preparation time of at least two hundred sixty-five (265) minutes per week for all elementary teachers other than alternate day kindergarten teachers. Alternate day kindergarten teachers shall have an average of not less than two hundred sixty-five (265) minutes every two weeks. Elementary teachers may be assigned lunch and/or recess duty of twenty (20) minutes duration. The schedule for duty assignments shall be jointly developed with the elementary principal and members of the elementary staff selected by the NEA.

- c. Secondary Teacher Day

- (1) Secondary teachers shall not be assigned more than six (6) instructional assignments. Every other semester, teachers may be assigned a seventh (7th) assignment which shall be a non-instructional student supervision assignment (study hall, lunch duty and the like). Except during those semesters when a secondary teacher is assigned a seventh (7th) assignment, the teacher shall be entitled to two (2) preparation periods daily, each equal in length to at least one (1) regular teaching period. During any semester in which a seventh (7th) assignment is made, the teacher shall be entitled to one (1) preparation period daily, equal in length to at least one (1) regular teaching period. Whenever appropriate, study hall assignments shall be made in the teacher's classroom. Periods shall be forty-three (43) minutes in length, with the exception of lab periods.

- (2) If the Board implements a seven (7) period day, the following teacher day may be implemented:

Fifty-four (54) minutes planning time which will be consecutive and uninterrupted.

Five instructional periods maximum. If it is necessary to assign a teacher a sixth instructional period, the teacher will be compensated at one-seventh (1/7) of the teacher's salary.

A teacher may not be assigned more than one duty per day unless the teacher is assigned fewer than five (5) instructional periods. In this case, the number of duties and instructional periods assigned shall not total more than six (6) periods.

AM or PM bus duty may be assigned as a duty if at least four (4) teachers volunteer for the AM or PM bus duty.

Teachers may teach a zero (0) period or a period eight (8) class on a volunteer basis by seniority where applicable.

- d. The Board may alter student starting/ending times, provided such alterations are within the hours of the teacher day and the provisions of Section A(1), (2) and (3) above are complied with.
2. Preparation time/periods shall be scheduled during the student day and shall be in addition to time in the morning before arrival of students and time in the afternoon following the dismissal of students. Preparation periods shall be used for primarily school related purposes.
3. Time in the morning before the arrival of students may be assigned for collaborative purposes, such as grade-level and subject-level meetings, and other purposes related to instructional improvement. Time in the afternoon after the dismissal of students shall be used for preparation purposes and/or student/parent conferences. Such time may occasionally be used for general faculty meetings, and, if the meeting extends beyond the conclusion of the teacher workday, compensatory time shall be available to the teacher for use at the teacher's option, providing it is not taken during scheduled student contact time.
4. Evening parent-teacher conferences and/or open house may take place at the discretion of the building principal, but they shall result in equal compensatory time off the school day as established by the principal.
5. All after teacher day, evening, and weekend activities shall be on a voluntary basis except for parent-teacher conferences and/or open houses. Such activities shall be compensated in an equitable fashion.
6. Teachers shall receive \$35.00 per hour for attending meetings on non-school time that the District asks the teacher to attend.

B. School Year

The school year shall not exceed one hundred eighty-five (185) days, including one hundred eighty (180) pupil days, two (2) work/records days, and three (3) local in-service days. The teacher school year will begin with one (1) in-service day scheduled by the Administration and one (1) work day prior to the start of the student year.

C. Calendar

1. The Superintendent or designee shall meet with two (2) representatives appointed by the NEA President each school year not later than March to develop either two (2) or three (3) alternative calendar proposals. These alternatives shall be submitted to the teachers and the proposal receiving the most votes shall be submitted to the Superintendent as the bargaining unit's formal recommendation. The Superintendent shall submit the recommended calendar to the Board no later than at its May meeting. Once a calendar is adopted by the Board, a copy shall be provided to all teachers.
2. During the Board of Education's consideration of the school calendar, no days of a religious nature on which school has not been scheduled will be changed.

D. Assignment

1. All bargaining unit and administrative vacancies in positions requiring a certificate/license, i.e., a position that is or will become available on or before the beginning of the next school year shall be posted. No vacancy shall be filled until it has been posted for at least ten (10) weekdays.
2. All transfers, i.e., change in building (H.S. and Jr. High are different buildings) or in certification area, shall be based on teacher preference or in the event of more than one teacher having the same preference, i.e., wanting to remain in current position or seeking same vacancy, seniority rights shall control, except when the specific instructional needs of the school system necessitate a variance from preference and seniority rights. Seniority shall be as defined in this agreement. In the case of a tie seniority shall be determined by a coin flip among the teachers involved.
3. All other changes in teaching assignments shall be based on the preferences of the teacher(s) when feasible. Subsequent to the first week of school, every effort shall be made to avoid changes in instructional teaching assignments (study halls, hall duties, and other non-instructional assignments may be altered).
4. Teachers shall not be assigned outside their area of certification/licensure.

E. Individual Teacher's Day, Year, Calendar and Assignment

A teacher, after consultation with the NEA, may mutually agree with the principal to adjust the teacher's day, year, and calendar and/or assignment provided any such adjustment does not deviate from the minimums and maximums established by this Agreement.

ARTICLE VI - EXTENDED SERVICE

- A. Teachers who render extended service (service beyond the regular one hundred eighty-five [185] day contract year) shall be compensated for additional time worked at his/her regular per diem rate of pay. This shall apply to all services rendered where those services relate to the primary area of responsibility of the teacher. (For example: A librarian doing library work.) Supplemental contracts shall be issued for all extended service work, and the provisions of the Ohio Revised Code shall apply with regard to the issuance and nonrenewal of these contracts, except that sick leave may not be used in place of extended service days.
- B. This provision shall not apply to payment for supplemental services such as athletics, yearbook, school plays, etc., which are essentially areas of secondary responsibility for a teacher and paid on the supplemental salary schedule.
- C. Extended Service Schedule
1. Secondary Guidance Counselor (Grades 7-12)
Up to twenty (20) days per diem, with a plan approved in advance by the counselor and building principal.
 2. Elementary Guidance Counselor (Grades (K-6)
Up to ten (10) days per diem with a plan approved in advance by the counselor and building principal.
 3. Librarians - High School and Elementary
Up to ten (10) days per diem with a plan approved in advance by the library/media specialist and building principal.
 4. Additional extended service days, at the appropriate per diem rate, may be approved on an as needed basis by the Superintendent.
 5. For any position not specified above, the number of days of extended service necessary shall be determined jointly by the Administration and the NEA, as specified in Article II, Section K.

ARTICLE VII - WORKING CONDITIONS

- A. Job descriptions shall be in Board Policy and shall be incorporated by reference in this Agreement.
- B. The Superintendent shall, within the limits of available resources, provide such materials as are reasonably necessary for good instruction.
- C. The Board shall, within the limits of available resources, provide healthy, safe, and reasonably comfortable facilities.
- D. Neither of the preceding provisions, B. nor C., shall be arbitrable.

ARTICLE VIII - TERMINATION, NONRENEWAL OF CONTRACT, TEACHER EVALUATION PROCEDURE, AND DISCIPLINE OF TEACHERS

A. Termination of Contract by Teacher

No teacher may terminate his/her contract after the tenth (10th) day of July or during the school year without the consent of the Board. Teachers who wish to resign at any other time must submit a resignation in writing to the Superintendent.

B. Discipline of Teachers

A teacher may be disciplined for good and just cause. Discipline shall normally be in a progressive manner and may include a verbal or written reprimand, suspension with or without pay or termination. Although discipline is normally to be progressive, the discipline imposed by the Superintendent will be based on the nature of the offense. Except for termination, discipline may be appealed through the grievance procedure.

The contract of a teacher may be terminated by the Board for good and just cause. The procedures the Board must follow in terminating a contract of a teacher are outlined in O.R.C. §3319.16 and the teacher may appeal the termination in accordance with O.R.C. §3319.16. Terminations may not be appealed through the grievance procedure.

The teacher shall have the right to a representative of his/her choice present at any meeting related to discipline.

C. Nonrenewal of Limited Contract Teachers

The Board must follow the evaluation procedures contained in Section D of this Agreement and give the limited contract teacher a written notice of its intention not to reemploy him/her on or before the first (1st) day of June; and

1. Teachers in their first three (3) years of employment:
 - a. May be nonrenewed following compliance with O.R.C. §3319.111; and
 - b. May appeal a nonrenewal decision in accordance with the provisions of O.R.C. §§3319.11 and 3319.111.
2. Teachers with more than three (3) years of employment:
 - a. May only have their contract nonrenewed for just cause; and
 - b. May appeal a nonrenewal decision through Article XXI Grievance Procedure to arbitration which shall be binding. This section shall not apply to grievances which are not related to contract nonrenewal.

D. Teacher Evaluation Procedure

1. The Board and Association agree that, in addition to a mechanism for making employment decisions, the teacher evaluation system is 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 for student learning and achievement. For those teachers who will be evaluated pursuant to the Ohio Teacher Evaluation System “OTES,” walkthrough, improvement plans, and other forms are located at Appendices P through U.
2. At the beginning of the 2013-14 school year, each teacher shall be provided the opportunity for an overview of the evaluation process at the inservice meeting. Teachers hired after the inservice will be provided the material provided at the inservice ten (10) school days prior to their first observation.
3. The Board and the NEA agree to work cooperatively to develop the criteria for student growth measures. If this work is not complete prior to ratification of this Agreement, the parties will bargain to agreement a MOU for inclusion in this Agreement no later than the first day of the 2013-2014 school year.
4. During the school year that a teacher supervises a student teacher, that teacher will not be evaluated on student growth/value added if permitted by ODE rules.
5. During a school year that a teacher is on extended leave of absence or sick leave (60 days or more), the teacher will not be evaluated on student growth/value added, but will be evaluated on teacher performance measures. Students who have forty-five (45) or more absences (excused and/or unexcused) shall not factor into a teacher’s student growth/value added evaluation.

No teacher on staff during the 2012-2013 school year will be considered for nonrenewal based on student growth measures.

6. Definition of Observation and Evaluation

- a. The Observation and Evaluation for teachers not being considered for nonrenewal may consist of pre-observation meetings; if requested by the teacher. The evaluator shall attempt to schedule an informal pre-conference. Evaluations shall consist of two (2) observations which will be followed by post-observation meetings. The teacher shall receive a copy of the written form for each observation prior to the post conference. The goal is to hold a conference within five (5) working days of the observation. One (1) summative evaluation meeting shall be held. Teachers will receive reasonable prior notice of the date of observation.
- b. The Observation and Evaluation for teachers being considered for non-renewal, or those working under an extended limited contract, shall consist of pre-observation meeting(s) and (3) observations. Observations will be followed by a post-observation meeting. One (1) summative evaluation meeting shall be held.
- c. No teacher shall be evaluated on his or her work performance except after observations of the work performance and with the full knowledge of the teacher. Additionally, walk-throughs that the evaluator determines to conduct and that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section.
- d. A teacher's performance shall be assessed based on criteria set forth in the Appendix.
- e. There shall be one evaluation which must occur by May 1 with a written report by May 10. The Board shall notify any teacher being considered for nonrenewal by June 1.

7. Evaluators

- a. The primary person responsible for evaluating teaching performance shall be the building principal or a district administrator. However, if other evaluators are needed they must be OTES credentialed with both administrative experience and a minimum of three (3) years of teaching experience.
- b. Teachers rated Accomplished shall choose their evaluator from a list provided by the District.

8. Observations

- a. Schedule of Observations: A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least ten (10) work days

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 requested by the teacher.

b. Observation of Teacher Performance

- (1) Teacher's Role: Provide the evaluator with the lesson plan, text, and other material pertinent to the lesson prior to the observation.
- (2) Evaluator's Role
 - (a) The observation results will be documented on the ODE Form in the Appendix.
 - (b) The evaluator shall complete a copy of the ODE Form in the Appendix for each observation performed.
- (3) There will be no audio/visual recording of observations.

9. Walk-Throughs

A walk-through, if conducted, will be conducted as follows:

- a. Walk-throughs may be conducted at the evaluator's discretion. The walk-through shall be at least five (5) consecutive minute(s) but no more than fifteen (15) consecutive minutes in duration.
- b. A debriefing shall occur following the walk-through to discuss observations relative to the focus of the walk-through.
- c. A copy of the walk-through form including all scripted and/or anecdotal comments relative to the walk through will be given to the teacher within five (5) work days.
- d. No more than five (5) walk-throughs may be included in each evaluation.

10. Written Evaluation

- a. The evaluator shall note all the data used to support the conclusions reached in the evaluation. Should the report contain improvements needed, they shall be OTES rubric specific and include specific assistance the teacher will need. Additionally, all observations will be combined into the written report on the Evaluation Form and shall be given to the teacher, and a conference shall be held between the teacher and evaluator to discuss the evaluation. If requested, a second post-conference and the final (summative) conference may be combined if documentation is

complete. A copy of the written evaluation report will be given to the teacher prior to the meeting.

- b. The evaluation report will 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.
- c. 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.
- d. The teacher has the right to make a written response to the evaluator and to have it attached to the evaluation report which is placed in the personnel file. A copy signed by both parties shall be given to the teacher.

11. Improvement Plan/Identification of Deficiencies

Any teacher receiving a rating of Ineffective will, together with the evaluator, formulate an improvement plan.

a. Definitions

- (1) Improvement Plan is a clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be ineffective by the evaluator. The plan includes noted deficiencies, measurable objectives for improvement, observable outcomes and a specific means for obtaining assistance.
- (2) Observable Outcomes means those data source/indicators of accomplishment: observations, data/materials, student growth measures, by which the success of the Improvement Plan is determined.

b. Deficiencies Identified Through Formal Observations

- (1) An OTES rubric indicating evidence will be provided following each observation at the post observation conference, if a post observation conference is held in accordance with this provision. (See Appendix.) The written observation shall contain a holistic score.
- (2) The evaluator will offer to assist the teacher to correct the identified deficiencies.

c. Improvement Plan

- (1) The improvement plan, as outlined in this document, includes:
 - (a) Specific performance expectations, resources and assistance to be provided.
 - (b) Timelines for its completion.
 - (c) Professional indicators documented as Ineffective through the formal evaluation process.
 - (d) Reasonably sufficient time and duration, as to allow the teacher to improve performance.
- (2) If the final evaluation indicates the teacher meets the criteria for the professional indicators in the improvement plan, the teacher will be returned to non-improvement plan status.

12. Professional Growth Plan

Professional growth shall be developed as follows: Teachers rated Accomplished will develop a professional growth plan collaboratively with the credentialed evaluator and may choose their credentialed evaluator for the evaluation as set forth in the collective bargaining agreement.

13. Forms

A committee of up to two (2) persons designated by the Superintendent and two (2) persons designated by the NEA President shall be established to review the instruments and process and recommend changes, if any.

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

- a. During the first year of employment with the District or in the year a limited contract expires, each teacher will be observed a minimum of four (4) times and will receive a written summative evaluation a minimum of two (2) times. Two (2) of the observations will occur prior to January 15 with the written summative evaluation incorporating the two observations given to the teacher on or before January 25. If the teacher is a first year teacher or in the year his/her limited contract expires, the teacher will receive a second evaluation cycle which shall be performed between February 1 and April 1, with a written summative evaluation given to the teacher on or before May 10.

- b. After three (3) years of employment in the District, an observation cycle of three (3) times per year may be implemented for limited contract teachers. A minimum of two (2) observations shall occur prior to January 15 with the written summative evaluation incorporating the two (2) observations given to the teacher on or before January 25. A minimum of one (1) observation shall be conducted between February 1 and April 1, with a written summative given to the teacher covering the one (1) observation on or before April 10, unless Section D., Subsection 15. applies. It is the intention of the parties that this item (Paragraph 4) supersedes O.R.C. §3319.11.
- c. Continuing contract teachers will be observed a minimum of once every three (3) school years, but may be observed more frequently.
- d. All classroom observations shall be at least thirty (30) continuous minutes in duration. The observer shall complete the appropriate observation form (See Appendix D, F, or H) for each observation performed. Appendix H is to be used for all entry-year teachers in the first year of employment with the Board.
- e. The observation results as well as any other job performance issues as identified in Appendices D, F, and H, Articles IV, V and VI, will be documented and discussed at a post-observation conference. This conference will normally be conducted within ten (10) working days after the observation unless the administrator or the teacher is absent or a delay is agreed upon.
- f. All observations and other documented items will be consolidated into the appropriate evaluation form (See Appendix E, G, or I). A copy of any such referenced documents shall be given to the teacher in accordance with Section 3 above. Appendix I is to be used for all entry-year teachers in the first year of employment with the Board.
- g. Teachers who have met all legal qualifications or requirements to become eligible for a continuing contract but who have, in the opinion of their principal and/or Superintendent, any deficiencies, shall be notified of such deficiencies during the evaluation process and in writing by the Superintendent and/or principal on or before April 30th.
- h. Should a teacher disagree with an observation or the summative evaluation form, the teacher may file a written response which shall be attached to the appropriate form.
- i. Copies of all completed observation and evaluation forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file.

- j. The teacher may take one (1) representative to any and all conferences in this procedure.
- k. If any category on the evaluation form is marked less than satisfactory, the evaluator shall inform the teacher on the evaluation form of the reasons and rationale for the unsatisfactory rating and shall also make recommendations for improvement.
- l. When the overall performance of a teacher is less than satisfactory, the evaluator shall indicate such in writing on the observation/evaluation documents and shall include rationale for the unsatisfactory conclusion. The teacher shall have the right to request a conference with his/her evaluator following receipt of the observation or evaluation form indicating that his/her performance as less than satisfactory. The evaluator shall also indicate the means by which the teacher may obtain assistance in making such improvements.
- m. When the overall performance of a teacher is less than satisfactory, the teacher shall be provided reasonable time to incorporate the recommended changes, which, if the less than satisfactory overall performance rating first appears in the April 1 evaluation, shall be a period of at least ten (10) school days. In such a circumstance, a written summative will be given to the teacher by April 20.
- n. The Principal's Employment Recommendation (Appendix J) shall be completed by the building principal and filed with the Superintendent.
- o. All evaluations for teachers whose contracts are to be considered by the Board during the school year shall be completed on or before April 10 of that year.

ARTICLE IX - NEA AND TEACHER RIGHTS

A. Access to School Buildings and Facilities

- 1. The NEA shall have the right to use school buildings in conformance with existing Board policy upon request and approval from the building principal or Superintendent at all reasonable hours for meetings. No charge shall be made for the use of school buildings unless special custodial assistance is required. Meetings shall not be held during the time that teachers are required to be in class.
- 2. NEA members may use school computer, typing, duplicating, copying, audiovisual equipment, e-mail, school phones, and fax machines for NEA purposes provided that they request and receive permission in advance from their building principal and provided that they reimburse the Board for the actual cost of the supplies or photocopying cost.

3. The NEA may use the mailbox for NEA material and may use a bulletin board in each building for NEA material.

4. The NEA President will have one (1) period each day for Association duties.

B. Duly Authorized Representatives

Duly authorized representatives of the NEA's affiliates shall be permitted to transact official business on school property at all reasonable times after checking in with the principal and stating the reason for the visit. However, the interruption of a teacher who is in the process of fulfilling their contractual responsibilities shall be strictly prohibited.

C. Nondiscrimination

There shall be no discrimination against any teacher because of race, religion, national origin, sex, association activity, or use of the rights contained in this Contract.

D. NEA Leave

Teachers elected to represent the NEA or chosen to serve on programs, or in any official capacity at NEA or affiliate meetings, conferences, or conventions, shall be permitted to be absent without loss of pay not to exceed fifteen (15) aggregate days per year exclusive of days required for negotiation of the Agreement. When NEA leave is to be used by a bargaining unit member, the Association President will provide the Superintendent prior written documentation for the leave. The Association President will make every reasonable effort to limit the number of days used for NEA leave.

E. The NEA President shall be given advance copies of Board agendas not less than twenty-four (24) hours prior to the meeting in question, unless said agendas are not yet completed, in which case, they shall be provided to the NEA President at the earliest possible time after completion. The NEA shall be granted open access to all items of public information and shall be provided upon request copies of minutes, personnel actions, and financial documents which have been acted upon by the Board.

F. A copy of the Board meeting summary shall be provided to all teachers as soon as possible following the Board meeting.

ARTICLE X - REDUCTION IN FORCE

Reductions in teachers may take place only in the event of financial reasons, return to duty of regular teachers after leaves of absence, decreased student enrollment or territorial changes affecting the district by reason of suspension of schools, or any other reasons set forth in O.R.C. §3319.17. When it becomes necessary to reduce teachers, the following provisions shall apply:

- A. The Superintendent shall inform the NEA President of those teachers who will have their contracts suspended and the reasons therefore as soon as his recommendations for the coming year are ready and at least ten (10) days prior to the May Board meeting in which the Board will take action on the RIF, if known or reasonably ascertainable.
- 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 contract 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 limited contract teacher in the affected teaching field being the first to be suspended.
- C. Comparable Evaluations
 - 1. During the 2013-2014 school year, all members of the bargaining unit shall be considered comparable to one another for the purposes of Reduction in Force.
 - 2. Effective with the 2014-2015 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 Newbury 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 nontenured teachers regardless of length of service.

- E. In the event of equal seniority, the tie-breaking procedures in order of priority are:
 - 1. Higher level of certification appropriate to the position, i.e., permanent, professional educator, resident educator.
 - 2. Previous interrupted service in the Newbury Local School District.
 - 3. The date of submission of the teacher's job application.
 - 4. A coin flip in the presence of the Superintendent and an NEA representative.
- F. Unpaid leaves of absence shall neither count for nor interrupt continuous service unless otherwise provided by law. Seniority is not interrupted by resignation if the teacher is reemployed before missing any work time.
- G. A teacher shall not lose seniority when he/she changes assignment to a different position within the bargaining unit, department, grade level, or building.
- H. The teacher(s) with the least seniority will be determined on a system-wide basis in areas of certification. Teachers with multiple certification shall be given the full benefit of their areas of certification (that is, if a teacher is certified to teach both mathematics and science, but is teaching mathematics exclusively and is the least senior person in that department at the time of a reduction in force, the teacher shall be reassigned to science if there is employed at the time of the reduction a science teacher with lesser seniority). Additionally, the Superintendent shall exercise authority to reassign teachers within their areas of certification so that in the event of any proposed reduction, the least senior teacher(s) will be reduced in accordance with Sections B and C. (That is, if teacher A has ten (10) years of seniority and is certified only in math, teacher B has one (1) year of seniority and is certified only in science, and teacher C has fifteen (15) years of seniority and is certified in both math and science and is teaching math, in the event of a reduction of a math position, teacher C would be reassigned to science, teacher B would be reduced, and teacher A would continue in math.)
- I. A teacher whose name appears on the Reduction in Force list will be recalled when a position becomes available for which he/she is or has become certified in inverse order of layoff. The position shall be a bargaining unit position which carries like status and pay. A limited contract teacher shall remain on the reduction in force (recall) list for a period of thirty-six (36) months or their length of seniority, whichever is greater, effective the first day of the school year subsequent to the actual reduction in force. No one new to the bargaining unit shall be hired to fill a bargaining unit position until all eligible laid-off teachers have been offered such position. In the event that a vacancy(s) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility

of each teacher to notify the Board of any change in address. If a teacher fails to accept active employment status within fifteen (15) calendar days from the date actual notification was delivered or twenty (20) calendar days from the date of mailing, said teacher shall be considered to have declined said offer and shall be removed from the Reduction in Force (Recall) list. During the school year and during the last fifteen (15) days of summer vacation, said fifteen (15) day period shall be reduced to three (3) days and twenty (20) day period shall be reduced to seven (7) days. A copy of the written notification of recall shall also be sent to the NEA President and Vice-President. In addition, the Superintendent shall also attempt to make contact with the teacher.

- J. During the period of reduction, the teacher's seniority shall remain unbroken but shall not accumulate. The teacher shall maintain all accumulations of sick leave days and shall retain his/her salary schedule placement.
- K. A teacher who refuses a recall opportunity to a full-time position forfeits all recall rights unless under contract to another school system and the school system is unwilling to voluntarily release the teacher. Any such teacher shall advise the Superintendent of his/her intentions to return or not to return to Newbury for the forthcoming school year not later than April 1 of the year during which he/she is under contract to another system. Failure to do so, after having been advised of this obligation, shall result in a forfeiture of any recall rights. Teachers on the reduction in force list shall have the right to refuse part-time employment and shall maintain all rights of recall to any position for which they are certified.
- L. For purposes of this provision, teachers who work less than full-time shall earn seniority on a proportionate basis if legally permissible (i.e., a teacher who has taught two (2) consecutive school years on a one-half (1/2) time basis shall be credited with one (1) year of seniority). However, a teacher who accepts recall to a part-time position shall remain on the reduction in force list for the remaining portion equivalent to a full-time position.
- M. The Board and/or its agents shall forward a seniority list, which shall include the date of employment, area(s) of certification, contract status (continuing or limited) and current assignment of each teacher in the bargaining unit, to the NEA on or before October 15 of each year. Each teacher shall have a period of up to twenty (20) work days after receipt of the seniority list by the NEA in which to advise the Board and/or its agents, in writing, of any inaccuracies which may affect his/her seniority status. The Board and/or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and forward the updated list to the NEA. No protest shall be considered after twenty (20) work days from the date the NEA receives the seniority list. The list shall be considered as final until such time that the Board and/or its agents makes changes in the list, and notifies the NEA of such changes.
- N. Work performed by eligible teachers who have been placed on the recall list shall not be subcontracted, unless said work is part-time and the teacher(s) on the recall list refuses the part-time work.

- O. Teachers on the recall list shall have priority for any bargaining unit work, including part-time work or temporary work, providing the temporary work is anticipated to be for a period of twenty (20) or more workdays based on available information. A teacher who declines part-time or temporary work shall remain on the recall list.

ARTICLE XI - PUPIL DISCIPLINE

- A. In the event that a student initiates a physical assault against the teacher, the teacher shall report the assault immediately to the principal. The student shall be immediately removed from all school activities connected with the teacher for at least twenty-four (24) hours, and the principal may take whatever other disciplinary measures are appropriate at the time. The teacher shall file a written report, after having an opportunity to consult with representation of his/her choice, within twenty-four (24) hours. Following receipt of the teacher's report, the principal shall investigate the incident and file a written report with the Superintendent containing findings for the disposition of the incident. A copy of the report to the Superintendent will be given to the teacher involved accompanied by a written explanation of the decision. The Superintendent shall then decide what corrective action, if any, shall be taken.
- B. The responsibility for the maintenance of proper discipline and order is recognized as being the shared responsibility of teachers and the building principal. Teachers may refer students to the office for disciplinary reasons in accordance with the Student Handbook. Referrals shall be in writing, shall state the reasons for the referral, and shall be provided to the principal at the time the student is sent to the office or as soon thereafter as possible. Reports on dispositions of referrals shall be in writing, shall state the discipline imposed and shall be provided to the teacher as soon as possible. Every reasonable attempt will be made by administrators to see students, dispose of referrals, and provide reports to teachers prior to the student's regularly-scheduled return to class.
- C. If any teacher is dissatisfied with the disciplinary action, a meeting shall be held with the building principal, the teacher, and at the teacher's option, the teacher's representative to discuss the matter.

ARTICLE XII - PERSONNEL RECORDS AND COMPLAINTS

- A. Each teacher shall have the opportunity to review all contents of his/her official personnel file except for materials of a confidential nature supplied to the administration prior to employment. Each teacher shall be entitled upon request to a copy of any such nonconfidential material in his/her personnel file at his/her sole expense. Effective July 1, 2008, a copy of any material placed in any teacher's personnel file shall be provided to said teacher at the time of its insertion.
- B. Each teacher shall be informed of any complaint made with respect to him/her by a parent, student, teacher, administrator, board member, etc., which is to become a part of his or her personnel file or which is to be the subject of further investigation. Each

teacher may reply in writing to any material in his/her official personnel file. The teacher's response shall be included in the personnel file. The teacher shall have twenty (20) school days from the date of insertion or date of discovery of new material in the file to respond. Anonymous letters or materials shall not be placed in a personnel file nor shall they be used as a basis for any personnel decision; such items may be used as a basis from which investigation leading to information dealing with a personnel decision is developed.

- C. If a teacher disputes the accuracy, relevance, completeness, or timeliness of personal information that pertains to him/her and that is maintained by the Board in that teacher's personnel file, the teacher may request the Superintendent to investigate the current status of the information in accordance with the provisions contained in O.R.C. §1347.09.
- D. Effective July 1, 2008, all items entered into personnel files shall carry a log date indicating date of entry. The Superintendent or designee must be present at all times while a teacher is reviewing his/her file.
- E. All negative items placed in the file shall be dated and signed and identified as to source and a copy shall be sent to the teacher before being placed in the file.
- F. Before a complaint is made a part of the personnel file, used as a basis for a personnel decision, and/or becomes the subject of further investigation, the teacher shall be informed of the complaint, and, if the teacher wishes, the teacher may attempt to resolve it directly with the complainant. At this point the person receiving the complaint should only note the receipt of the complaint and refer the complainant to the teacher (however, if the complainant is not an employee and refuses to see the teacher, the administrator shall so inform the teacher and proceed with the remainder of this complaint procedure). If this does not resolve the matter, the appropriate administrator(s) shall investigate the complaint and attempt to resolve it. If the teacher is required to attend any meetings or be a part of any investigation, the teacher may be accompanied by a representative(s) of the teacher's choice. This shall not preclude the administration from speaking privately to the complainant. If a Board hearing is held in executive session with the complainant present, the teacher shall have a right to be accompanied by a representative(s) of his/her choice and present evidence on his/her behalf. Complaints made directly to the Board or any of its members shall be referred to the appropriate administrator(s) to be processed in accordance with these procedures. For offenses of a serious nature which pose a threat to persons or property, immediate corrective action may be taken.
- G. Board policies, procedures, rules and regulations may be discussed by the Board without the presence of a teacher.
- H. The foregoing notwithstanding, the Board shall comply with all provisions of state and federal law granting access to public records.
- I. Paragraphs B and F do not apply to suspected child abuse, domestic violence, weapons charges, sexual harassment or alleged criminal activity.

ARTICLE XIII - STUDENT GRADE CHANGES

Provided that all applicable administrative guidelines and instructions relating to grading have been followed, no student grade shall be changed administratively without prior consultation by the principal with the teacher involved unless the grade is clearly erroneous and the teacher has left for the summer and is not available for prior consultation. In any such case, the principal must be able to demonstrate his/her rationale for making a change by filing a written statement containing the reason(s) for such change in the student's permanent record folder and shall provide the teacher with a copy thereof.

ARTICLE XIV - PART-TIME TEACHERS

A. Pay

1. Pay for part-time teachers shall be prorated according to hours worked. Pay for Tutors, Saturday School, and Detention Duty shall be at the rate specified for Coverage of Classes by a Tutor, Article XV(E), 6.a. Detention Duty will be forty-five minutes in length and be compensated at \$23.51 per session. Saturday School will be scheduled for three and one-half hours and be compensated at \$94.04. The NEA President shall be notified, in writing, of all part-time teachers, their hours of work, and the proration of their pay.
2. Teachers providing tutoring for OAA/OGT/PARCC/and end of course exam remediation when scheduled outside the 7.5 hour teacher day shall be paid at \$35.00 per hour.

When necessary, teachers and administration will cooperatively adjust normal starting and/or ending times so that the tutoring occurs in addition to the normal 7.5 hour teacher day.

B. Benefits

Premium payments by the Board for part-time teachers shall be prorated according to the hours worked except that those who work one-half (1/2) of an instructional day or more shall be considered full-time for fringe benefit purposes and that all teachers' life insurance shall be fully Board paid.

C. Other Terms and Conditions of Employment

All other terms and conditions of employment shall be applied to part-time teachers on the same basis as is applied to full-time teachers except as otherwise specified in this Agreement.

D. Continuity of Work Schedule and Meetings

Part-time teachers shall have a schedule which is continuous in order to permit them to arrive subsequent to the normal beginning of the school day or leave prior to the normal end of the school day. Part-time teachers shall not be required to attend after school or evening meetings unless the meeting occurs during the time the part-time teacher is regularly scheduled to be in school.

E. For purposes of this Article, one-half (1/2) of an instructional day shall be one-half (1/2) of scheduled student contact time, i.e., four (4) classes per day in secondary and 802 minutes per week in elementary.

ARTICLE XV - SALARY

A. Salary

The Base Salary (BA-0) shall be \$32,624, effective the first workday of the 2013-14 academic year (Appendix A).

For the 2013-14 school year, those teachers not receiving a step increase shall receive a one-time cash payment of \$650, which shall be paid in a separate check payable the second pay in November.

B. National Board Certification Recognition Pay

Teachers who are granted National Board Certification shall receive \$1,000 per year for each year they are certified during the life of the contract. Said amount will be paid in the first June pay. National Board Certified teachers shall provide a copy of their National Board scores and letter indicating their successful completion of the certification process before receiving payment.

C. Longevity

Longevity increments to be paid in the regular direct deposit pay or, at the employee's option, a separate direct deposit shall be One Hundred Twenty-Five Dollars (\$125.00) per year for each year beginning with the first year following completion of the teacher's progression through the teacher's column on the Salary Schedule through Step 23 and One Hundred Fifty Dollars (\$150.00) per year for each year starting with Step 24. Longevity increments shall be cumulative in the amount of One Hundred Twenty-Five Dollars (\$125.00) for each year following completion of the teacher's progression through the teacher's column on the Salary Schedule through Step 23 and One Hundred Fifty Dollars (\$150.00) thereafter (longevity increment #1 = \$125, longevity increment #2 = \$250, etc.) Initial longevity increments for current teachers shall give each teacher credit for all years of service between the school year in which the teacher completed progression through the teacher's column on the appropriate salary schedule and the

1988-89 school year. For the 2013-14 school year, the teacher shall advance one longevity step, if eligible, from the 2012-13 school year.

D. Salary Schedule Placement

1. Credit for previous teaching experience shall be granted for all years of teaching experience on a year for year basis up to a maximum of ten (10) years.
2. Credit for hours beyond the Bachelor's Degree shall be granted for all hours, graduate or undergraduate, providing they are taken from any accredited school. Advancement beyond the MA column shall be granted for graduate hours only. Undergraduate hours earned after September 1, 1980, will no longer count for salary schedule advancement beyond MA. Anyone currently on a column beyond the MA and those being so placed before September 16, 1980, shall not be adversely affected by this requirement. Effective September 1, 1984, additional graduate hours earned concurrently with the degree shall count for MA plus credit if the hours relate to one or more areas of the teacher's existing certification or to an area of anticipated future school related certification – even if earned before September 1, 1984.
3. For teacher contracts effective September 1, 1984, or later, the Board shall be free to negotiate salary schedule placement with teachers not presently under contract to the district provided that the requirements of O.R.C. §3317.13 as modified by O.R.C. §3317.14 are satisfied.

E. Payroll Practices

All teachers shall be paid according to salary schedules and benefit provisions included as part of this Agreement. Pay and benefits for part-time teachers shall be prorated according to hours worked. Teachers shall be paid in twenty-six (26) equal installments. Pay dates shall be every other Friday in accordance with a schedule developed by the Treasurer at the beginning of each school year and a copy of said pay dates will be distributed to teachers.

Ten percent (10%) of total staff may elect to receive remaining summer pay in the first pay date in July. Teachers must notify the Treasurer of their intent to elect this option by the previous July 15. If more than ten percent (10%) of the staff elects this option, it shall be granted in order of seniority.

1. Payroll deductions shall be those mandated by federal, state, or local laws plus those authorized by the teacher as follows:
 - a. Health Care Coverages – Teachers may subscribe to any health care coverage negotiated as part of this Agreement and the teacher's portion of premiums due, if any, shall be deducted twice a month.

- b. Credit Union – The Geauga School Employees Credit Union operates as a service organization to all school employees. Payroll deduction is available for automatic savings and/or loan payments.
- c. Political Contributions – Teachers may elect to contribute through payroll deduction to political organizations and parties and nonpartisan issues in accordance with O.R.C. §3313.262. Deductions shall be ten (10) equal installments and shall begin within two (2) pay periods following the delivery of the written authorization from the teacher to the Treasurer. A deduction of One Dollar (\$1.00) shall be made from the amount to be transmitted to defray the cost to the Board of making such deduction.
- d. Tax Sheltered Annuities – Teachers may elect to purchase tax sheltered annuities through payroll deduction.
- e. Professional Dues – Teachers joining the membership of the Newbury Education Association and its affiliates may have such dues withheld from their pay.

2. Payroll deductions for the credit union, political contributions, dues and savings bonds shall be deposited not later than the conclusion of the next business date following the pay date.

3. Direct Deposit

The Board shall provide for direct deposit of teacher paychecks.

4. Electronic Transfer

A teacher's salary shall be paid by electronic transfer to a bank, credit union, or savings and loan institution of the employee's choosing not later than 8:00 a.m. each pay day as provided in paragraph 1 or paragraph 3 in accordance with the teacher's choice.

5. Final Payment

- a. Conclusion of Employment: A teacher whose employment is concluded for any reason or who takes an approved unpaid leave of absence, may elect to receive any unpaid monies due, other than retirement monies, not later than the second regularly-scheduled pay date following the pay period in which conclusion of active employment occurs, or elect to be paid according to the established schedule. The Board's obligation to pay fringe benefit premiums shall conclude as of the first of the month following issuance of the final paycheck.
- b. Death: The Board shall pay all monies due a deceased teacher not later than the second pay date following the pay period in which the teacher's

death occurs. Such payment shall be made to the teacher's spouse or at the request of the teacher, to a designated beneficiary. If there is no spouse, payment shall be made to the deceased's estate in accordance with the Ohio Revised Code. The Board's obligation to pay fringe benefit premiums shall conclude as of the first of the month following issuance of the final paycheck.

6. Coverage of Classes by a Tutor

- a. At the elementary level, in all situations, tutors required to substitute for a classroom teacher will be paid at their hourly per diem rate for each hour or any part thereof. Per diem for tutors will be calculated at the BA-0 step. This means that tutors will be paid at the following rate for substitution:

2013-2014 School Year – \$23.51/hour

Said requests to substitute will be made in order of seniority of those tutors available. Every attempt will be made by the administrators to make this assignment of teachers unnecessary by securing appropriate substitutes from the approved Geauga County Board of Education substitute list.

Less than full-time tutors will only be required to substitute during their regularly-scheduled hours. Additional time is an option of the tutor.

- b. At the secondary and elementary level, in all situations, teachers required to cover classes will be paid \$35.00 per class period. Said requests will be made in order of seniority of teachers available during the period(s) in need. Every attempt will be made by administrators to make this assignment of teachers unnecessary by securing appropriate substitutes from the approved substitute list issued by the Geauga County Board of Education.
- c. Voluntary arrangements made between teachers are not reimbursable. Study hall teachers will only be compensated for substitute duty if the number of students in attendance of the absent teacher's class exceeds fifteen (15). If the study hall has more than one teacher, pay for substitute duty shall be evenly divided.

ARTICLE XVI - FRINGE BENEFITS

A. Hospitalization and Major Medical Insurance

1. The Board shall pay 87% of the single premium and 87% of the family premium, and the employee shall pay 13% of said premiums.

2. The Cigna Plan provided to the teachers has no copays on healthcare nor on prescriptions. It also requires no co-insurance and includes no cost for wellness program. The employer maximum deductible totals which are paid first are \$750.00 for employee plans and \$1,500.00 for family plans. The employee maximum deductible totals are \$750.00 for employee plans and \$1,500.00 for family plans. The plan pays 100% after both deductibles are met.
3. Coverage for new employees shall be effective upon the first day of work.
4. The parties agree to establish an insurance exceptions committee comprised of two (2) members selected by the NEA, two (2) members selected by the Superintendent, and one (1) Board of Education member. The committee shall have the authority to decide exceptions to the plan, up to an annual aggregate amount of Five Thousand Dollars (\$5,000).

B. Vision Insurance

The plan shall be Vision Service Plan C, Option II, \$0/0 Deductible. The Board shall pay Five Dollars (\$5.00) for employee coverage only; any cost increase above Five Dollars (\$5.00) to be paid by the employee.

C. Change in Carriers

Upon notification to the NEA, the Board may initiate bidding procedures to select the lowest possible cost from insurance carriers or other service providers for no less than equivalent coverage and services to the plan in effect presently, providing the carrier is a recognized, reputable carrier.

D. Medicare Reimbursement

The Board will fully reimburse those teachers who incur premium costs for Medicare payments. This reimbursement will be paid quarterly by the Board to the teacher.

E. Dental Insurance

The Board shall pay 87% of the single premium and 87% of the family premium, and the employee shall pay 13% of said premiums.

F. Term Life Insurance

A Twenty-Five Thousand Dollar (\$25,000) term life insurance policy shall be provided for each teacher. This coverage shall be one hundred percent (100%) paid, and it shall include accidental death and dismemberment riders. If permitted by the insurance carrier each teacher shall have the right to conversion of this policy upon leaving the employ of the Board.

G. Insurance Documents

All teachers shall receive a copy of the life insurance policy and complete plan descriptions for each of the insurance coverages provided. Plan description booklets shall indicate that the plan has been negotiated by the NEA, if possible.

H. Coverage by Spouse

Only those employed utilizing this provision as of February 13, 2005 are permitted to utilize it. If any of the employees utilizing it as of February 13, 2005 opt-out of the coverage by spouse provision, they will not be permitted to opt back in. Once all of the employees utilizing this provision as of February 13, 2005 discontinue using it, it will be deleted from the Agreement.

In the event that any otherwise eligible teacher wishes to obtain medical/hospitalization and major medical coverage through his/her spouse's place of employment in lieu of the coverage specified above, the Board agrees to reimburse a full-time employee an amount up to the cost to the employee of the employee's share of the Board's major medical premium, if the employee was utilizing the Board's insurance plan. Part-time employees are entitled to a pro-rated share of the portion normally allowed for full-time employees. This provision applies only to the difference between the cost of the family plan premium through another employer and the cost of the family plan premium through the District. The request for reimbursement must be made within six (6) months after completion of the school year in which the employee has incurred the cost. Any such reimbursement shall be paid within fifteen (15) days of receipt by the Treasurer of proof of payment by the teacher or his/her spouse.

I. Workers' Compensation

1. All school employees are protected under the Workers' Compensation Law (O.R.C. §4123.01). This law provides coverage for any injury or death incurred in the course of or arising out of their employment.
2. An injury incurred while performing or occurring as a result of assigned responsibilities shall be reported to the injured employee's supervisor immediately (within twenty-four (24) hours) and an application form as prescribed by the Bureau of Workers' Compensation shall be completed in the Treasurer's Office within seventy-two (72) hours of the injury. The employee may use unused sick leave in lieu of workers' compensation.

J. Opt-Out

A bargaining unit member who was covered by the medical and prescription plan effective May 1, 2013 may elect to opt out of the medical and prescription coverage provided by the Board of Education by completing a Board-prepared request form. A new employee employed on or after July 1, 2013 may also choose not to be covered under the medical and prescription coverage. If said employee makes such election prior

to September 1, and opts out of medical and prescription coverage, the employee shall receive a payment of \$3,500.00. If the employee opts out of such coverage subsequent to September 1, the employee shall receive a prorated payment. Payment of said sum shall be made by September 30 of the year following the school year the employee opted out. If an employee opts back in due to a qualifying event as defined by the plan, the employee shall receive a prorated amount of the \$3,500.00 payment. To be eligible for this payment, employees must submit the application during the school year in which they opt out of the subject coverage.

A teacher who did not previously receive a \$3,500.00 payment and who was not covered by the medical and prescription plan effective May 1, 2013, and who does not have a spouse covered by the medical and prescription plan, shall receive a one-time payment of \$2,000.00. Part time teachers are not entitled to this payment/benefit.

K. IRS Section 125 Plan

The Board agrees to implement an IRS Section 125 Plan. The plan year shall begin September 1st. The provisions of this plan will be in accordance with and in compliance with the IRS code and will include premium, medical spending and dependent care accounts.

ARTICLE XVII - EXPENSES

A. Mileage

Teachers who use privately owned vehicles for school approved business will be reimbursed at the IRS rate per mile from the school to the point of destination or from their home during non-school hours to the point of destination. Mileage reimbursement forms are to be submitted to the Treasurer monthly.

B. Meals/Lodging

1. Reimbursement will be granted for meals and lodging if overnight stay is required as determined and approved in advance by the Superintendent.
2. Reimbursement for lodging will be limited to One Hundred Ten (\$110.00) for single accommodations and One Hundred Thirty-Five (\$135.00) for double accommodations if two (2) employees are authorized to attend the same approved meeting or event.
3. Reimbursement for meals per person will be limited to Six Dollars (\$6.00) for breakfast, Eight Dollars (\$8.00) for lunch, and Sixteen Dollars (\$16.00) for dinner, or for a total not to exceed Thirty Dollars (\$30.00) per day.
4. Reimbursement will not be granted for any alcoholic beverages.

C. Other Expenses

The necessary and actual costs of other expenses shall be reimbursed upon submission of proper evidence and providing the expenses are incurred in connection with legitimate job related duties.

D. Variations to Guideline Amounts

Costs in excess of the foregoing guidelines may be approved if lodging or meals at the location of a conference results in a variation or for other reasonable cause, providing the costs are necessary and actual.

ARTICLE XVIII - EXTENDED GROUP HEALTH COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1986 ("the Act") provides for certain teachers of the school district and their dependents to be allowed to purchase extended group health insurance coverage for a limited period of time following their cessation of employment with the school district. This policy shall state the Board's policy and procedures concerning the compliance with, and implementation of, the Act. As a part of this compliance, the Board will contract with a Plan Administrator (an independent third party), who will coordinate the program and provide the notices which are necessary under the Act.

A. Initial Notices

1. The Plan Administrator must give a written notice describing the new extended coverage rights to all teachers and spouses covered by the group health insurance plan at the time the new requirements become effective.
2. The Plan Administrator must give a written notice describing extended coverage rights to each newly covered teacher and spouse at the time their group health plan begins. If a covered teacher gets married following the effective date of this policy, it is the teacher's responsibility to inform the Board. The Board will inform the Plan Administrator, who will then be responsible for providing the new spouse with the proper notice.

B. Notices Related to Event Triggering Continuation Coverage and Election by Beneficiaries

1. The Board is responsible for notifying the Plan Administrator, within thirty (30) days, of the death, separation of employment or reduction of hours (leading to less coverage) of a teacher, and of a teacher's entitlement to Medicare benefits.
2. The teacher or beneficiary is responsible for notifying the Plan Administrator of the divorce or legal separation of the teacher and spouse and of the termination of eligibility of a dependent child.

3. The Plan Administrator must notify the affected teacher and dependents of their extended coverage rights within fourteen (14) days after the Plan Administrator is notified of the event which could lead to loss of coverage.
4. The teacher or dependent will be given a period of sixty (60) days after this notice is given in order to elect the extended coverage with payment of any applicable premium costs back to the cessation of coverage.

C. Teacher and Dependents' Rights Upon Loss of Coverage

1. The extended coverage offered to eligible teachers and their dependents is the same coverage as that provided under the current group plan to "similarly situated" individuals who remain eligible for regular (i.e., non-extended) coverage.
2. If a teacher incurs a termination of employment, whether voluntary or involuntary (other than for "gross misconduct"), or a reduction of hours which would result in loss of coverage, he/she will be offered the extended coverage (including extended coverage for dependents who would otherwise lose existing coverage) for up to eighteen (18) months.
3. If a teacher's spouse or children who are covered as dependents under the group health plan would lose coverage because of the death of the teacher, divorce or legal separation, or the teacher becoming eligible for Medicare, the spouse and children will be offered the extended coverage for up to thirty-six (36) months.
4. If a teacher's dependent child who is covered by the group health plan ceases to be a dependent child under the terms of the plan, and thereby loses coverage, the child must be offered extended coverage for up to thirty-six (36) months.

D. Early Retirement of Coverage

Extended coverage elected by an eligible teacher or dependent will be terminated before the expiration of the relevant eighteen (18) or thirty-six (36) month period if the covered individual:

1. becomes covered by another employer-sponsored group health plan as a result of employment, reemployment, or remarriage;
2. becomes covered by Medicare; or
3. fails to pay for the coverage in advance on a monthly basis and providing the teacher has received written notice that failure to make the required payment will result in the loss of coverage. Coverage shall not be terminated prior to the first day of the month following the failure to make payment.

E. Cost of Coverage to the Teachers and/or Dependents

1. Eligible individuals who elect extended coverage will be charged one hundred and two percent (102%) of the cost of the extended coverage. The cost of the extended coverage is the cost for the same period of coverage for similarly situated teachers or dependents who remain eligible for regular coverage.
2. The health care coverage to which this policy applies includes major medical, hospitalization and surgical, and dental insurance, but does not include life insurance.

ARTICLE XIX - RETIREMENT

A. Severance

1. A teacher under contract with the Board may elect, at the time of retirement from active service in the Newbury Local School System, to be paid severance pay. The amount of severance pay shall be based on the following formula for teachers who combine service in Newbury with other recognized experience:
 - a. 10-24 years - Twenty-five percent (25%) of accrued but unused sick leave a maximum of forty-five (45) day maximum for all retirements.
 - b. 25+ years or death - Fifty percent (50%) of accrued but unused sick leave to a maximum of seventy-five (75) days.
2. The severance pay shall be based on the teacher's rate of pay either at the time of the retirement or death and shall be made only once to any teacher.
3. To be eligible to receive severance pay benefits, the teacher must meet one (1) of the following criteria:
 - a. Have been employed ten (10) years with the State of Ohio, or any of its political subdivisions with a minimum of five (5) of said years being in the Newbury School System, and declare his/her intent to retire by making application for retirement benefits to one of the state retirement systems and by submitting a resignation to the Board, together with proof to the Board's satisfaction of eligibility to receive said state retirement benefits.
 - b. Be at least fifty (50) on the effective date of the resignation with at least fifteen (15) years of service in the Newbury Local School District.

- c. Have died after having been employed ten (10) or more years with the Board, in which case payment shall be made to the teacher's spouse, or, if there is no surviving spouse, to the teacher's estate.
- 4. Payment for severance pay will be made the next full pay period twenty-eight (28) days following the date on which the retirement is to be effective or when death occurs. Each teacher shall have the option to defer payment until the next January.
- 5. Severance payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the teacher at the time of retirement.

B. STRS Pickup

The Board shall pay the teacher's contribution to STRS, which shall be considered income for STRS purposes but not for tax purposes, by the salary reduction method.

ARTICLE XX - SUPPLEMENTAL POSITIONS

- A. All supplemental salaries shall be paid at the rate set forth in the Supplemental Salary Schedule (See Appendix B for Supplemental Salary Schedule for the 2012-2013 school year), effective with the first day of the activity associated with the school year.
- B. Upon the initial employment of a teacher in a supplementary position, credit may be given for experience in the particular activity or sport which the teacher earned outside the system. Once a teacher is placed on the schedule, the teacher can only move a year for each year of experience in the sport or activity, and the teacher must move a year for each year of experience. A teacher who functions in the position of assistant and is promoted to the head position, or vice versa, shall be given full credit for experience as long as the assistant experience/head experience is in the same activity or sport.
- C. Contracts for supplemental duties shall be annual limited contracts. Preference for reemployment shall be given to employees holding supplemental contracts who wish to be reemployed in the same activity in the next school year unless:
 - 1. There is administrative documentation of problems with the employee's performance, and
 - 2. There has been a conference with the appropriate administrator within four (4) weeks of the completion of the activity to discuss whether the employee's performance has or has not been satisfactory. If, in the administrator's opinion at the time of this conference, the employee's performance has not been satisfactory, the employee may not be reemployed in the same activity in the next school year.

Absent the occurrence of 1 and 2 above, bargaining unit members may be employed for the succeeding year without the need to nonrenew or repost the position. Non-bargaining

unit members are automatically nonrenewed and these positions shall be posted. Preference for these positions shall be given to members of the bargaining unit, unless there is no qualified applicant. Qualifications for supplemental positions must be reasonably related to the duties included in the job description, and, once established by the Board, may not be changed unless the job duties are changed. The employee hired for the position must meet the qualifications.

D. All supplemental positions shall have job descriptions mutually developed between the Board and the NEA. Job descriptions shall set forth fully and explicitly the duties to be performed. Head coaching job descriptions require that head coaches evaluate the supplemental contract performance of their assistant coaches, although retention decisions are at the Board's discretion.

E. Supplemental Salaries shall be paid according to one of the following payment plans:

1. Twenty-six (26) equal installments or a single installment upon completion of the activity at the option of the employee to be indicated on the supplemental contract (Athletic Director, Audio Visual, Yearbook, 504 Coordinator, Junior Class Advisor (1) and (2), Vocal Music - Elementary and Secondary, Marching Band, Concert Band, Pep Band, Drama (Spring and Fall), Speech Coach, Advisor 9-10-12, Flag Corps, Junior High Student Council, Elementary Student Council, High School Student Council, Academic Competition Coach, Assistant Athletic Director, Spanish and French Club Advisors, Honor Society Advisor(s) - Junior High and High School, Mat Maid Advisor, Teen Institute Advisory, Weight Room Coach, Web Site Coordinator, Computer Club, Playground Teacher Supervisor, Art Coordinator, Ski Club, Character Counts, LPDC Member and Music Director).

2. A single installment on the pay date closest to the following dates:

| | | |
|------------|---|---|
| November 1 | - | Football, Volleyball, Soccer, Cross Country, Golf, Varsity and Junior Varsity and Junior High Football Cheerleader Advisors |
| March 1 | - | Basketball*, Wrestling, Varsity and Junior Varsity and Junior High Basketball Cheerleader Advisors |
| June 1 | - | Baseball, Softball, Track |

*Junior High School Basketball coaches shall receive their full pay after submission of the inventory to the Athletic Director on the next pay date occurring seven (7) days following submission of the inventory.

3. If the supplemental position includes responsibility for an inventory of equipment or supplies, ten percent (10%) of the supplemental salary shall be withheld pending submission of the inventory to the Athletic Director in which case the ten percent (10%) shall be paid on the next pay date occurring seven (7) days following submission of the inventory.

4. Supplemental salaries paid in a single installment will be paid in a regular direct deposit pay, or at the employee's option, a separate direct deposit shall be made.
- F. All supplemental salaries shall be paid at the rates set forth on the Extracurricular Salary Schedule. The salaries shown reflect pay rates for the jobs as each job is presently constituted. When new positions are created or established positions are materially altered, pay rates and job descriptions for the newly created or materially altered position(s) shall be negotiated by the parties. In the event the parties are unable to reach an agreement for an altered or newly created position during the term of this Agreement, the position or material alteration shall not be implemented until the next round of general contract negotiations.

ARTICLE XXI - GRIEVANCE PROCEDURE

A. Basic Objective

The objective of this procedure is to secure, at the lowest possible administrative level, in the shortest time, equitable solutions to grievances on matters which have been negotiated. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly after the event giving rise to the grievance. All grievances must bear the signature of the NEA President/designee.

B. Definitions

1. A "grievance" means a complaint involving the alleged violation, misinterpretation, or misapplication of the terms of this Agreement between the Board and the NEA.
2. The term "grievance" shall not apply to any matter on which the Board is without authority to act under state law. (However, if this is in dispute, the grievance shall be processed.)
3. The "aggrieved" shall mean the teacher, group of teachers and/or the NEA making the complaint.
4. "School days" during the school term means days students are attending classes and during the period between the end of the spring semester and the beginning of the fall semester means week days Monday through Friday, except for holidays recognized by the State of Ohio as legal holidays.

C. Procedure

1. Level One

If an employee believes there is a basis for a grievance, the employee and representative shall first discuss the matter with the principal or immediate supervisor in an effort to resolve the matter informally. The teacher may request consideration of the matter by the Labor-Management Committee and/or present a formal grievance in writing.

2. Level Two

If the matter is not resolved informally at Level One, the aggrieved may present a formal grievance in writing (See Appendix L for Teacher Grievance Form) to the principal or immediate supervisor within twenty (20) school days after the alleged grievance. The principal or immediate supervisor shall, within ten (10) school days after receipt of the written grievance, render his/her decision in writing (See Appendix M for Teacher Grievance Disposition Form) to the aggrieved and the NEA. If the aggrieved and/or NEA is not satisfied with the response of the principal or immediate supervisor, a copy of the grievance may be submitted to the next level within ten (10) school days of receipt of the decision.

3. Level Three

The Superintendent or his designee shall, within ten (10) school days after the receipt of the written appeal, meet with the aggrieved and/or representative for the purpose of resolving the grievance. The Superintendent or his designee shall, within ten (10) school days after the hearing, render his decision in writing (See Appendix M for Teacher Grievance Disposition Form) with a copy to each of the following: the aggrieved, the principal, and the grievance chairperson of the NEA.

4. Level Four

If the aggrieved and/or the NEA is not satisfied with the disposition at Level Three and requests in writing to the Superintendent within ten (10) school days of receipt of the written decision at Level Three, the grievance shall be referred to the Board for a hearing. Not later than ten (10) school days after such notice the Board will meet with the aggrieved, the aggrieved's representative, principal, and Superintendent to hear the grievance and shall, within ten (10) school days after the hearing, render a decision. (See Appendix M for Teacher Grievance Disposition Form) By mutual agreement, Level Four may be waived.

5. Level Five

a. If the aggrieved, with the concurrence of the NEA, is not satisfied with the disposition of the grievance at Level Four, the NEA, as party to the

Contract, may initiate arbitration by requesting a list of seven (7) arbitrators from the American Arbitration Association (AAA) within ten (10) school days of receipt of the Level Four decision or the agreement to waive Level Four. The arbitrator shall be selected using the alternate strike method. Which party must strike first shall be determined by the toss of a coin. Either party shall have the right to request a second list.

- b. The arbitrator shall render a binding decision. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement. The cost of arbitration shall be borne by the losing party.
- c. Within thirty (30) days of the arbitrator's decision, either party may file suit in the Geauga County Court of Common Pleas to seek judicial determination of the underlying dispute on its merits.

D. Stipulations

- 1. The temporary absence of the aggrieved, representative, a principal, or the administrator shall toll the running of the days during the absence of such person, but in no case for more than five (5) additional school days.
- 2. All meetings shall be set at a mutually convenient time and place. The Grievance Chairperson of the NEA shall receive notice of each meeting held to resolve a formally filed grievance.
- 3. The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or recommendation for other employment; nor shall the aggrieved, the NEA, or its officers be placed in jeopardy or be the subject of reprisal or discrimination for having utilized the grievance procedure. Teachers who must appear during the regularly scheduled teacher day for any grievance hearing shall be given paid professional leave.
- 4. The aggrieved shall be entitled to be accompanied by a representative appointed by the NEA at any stage of this procedure.
- 5. A grievance may be withdrawn at any level by the grievant, without prejudice, and the matter cannot be reopened.

ARTICLE XXII - FAIR SHARE FEE

A. Implementation

Effective with the implementation date of this Negotiated Agreement, all teachers shall hereafter be either members of the NEA or be required to pay a fair share fee to the NEA in accordance with O.R.C. §4117.09(C). Within sixty (60) days following employment, or in the case of current teachers, thirty (30) days following the implementation of this

Negotiated Agreement, the Board shall deduct from the pay of each teacher who elects not to become or to remain a member of the NEA a fair share fee for the NEA representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the NEA work in the realm of collective bargaining. Only those fees required to be deducted in accordance with §4117.09 shall be deducted.

B. Notification

Notice of the amount of the annual fair share fee, which shall not be more than one-hundred percent (100%) of the unified dues of the NEA, shall be transmitted by the NEA Treasurer to the Board on or about October 1 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board shall promptly transmit all amounts deducted to the NEA.

C. Schedule of Fair Share Fee Deductions

1. All fair share fee payers: Payroll deductions of such fair share fees, following the year of implementation of this Article, shall begin at the second payroll period in January except that no fair share fee deductions shall be made for teachers employed after December 31, until the first paycheck following the sixty (60) day grace period for newly employed teachers.
2. Upon termination of membership during the membership year: The Board shall, upon notification from the NEA that a teacher has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fair share fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. Transmittal of Deductions

The Board shall accompany each fair share fee transmittal with a list of the names of the teachers for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each teacher.

E. Rebate Procedure

The NEA represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. §4117.09(C) and that a procedure for challenging the amount of the fair share fee has been established and will be given to each teacher who does not join the NEA and its affiliates 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.

F. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the NEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the NEA.

G. Indemnification

The Newbury Education Association (NEA) on behalf of itself agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a nonmember for which indemnification may be claimed;
2. The NEA and its affiliates shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to (1) give full and complete cooperation and assistance to the NEA, its affiliates and its counsel at all levels of the proceeding, (2) permit the NEA or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the NEA or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE XXIII - MANAGEMENT RIGHTS

- A. The Board and Administration reserve all rights and powers conferred on them by law and reserve the right to use discretion in exercising such rights and to adopt, rescind or modify policies and rules in the course of exercising such rights, provided the exercise of such rights are not inconsistent with the terms of this Agreement.
- B. In the event that the exercise of Board rights affects wages, hours, and/or terms and other conditions of employment, such effects shall be bargained with the NEA in accordance with O.R.C. §4117.08 and/or the terms of this Agreement.

ARTICLE XXIV - TUITION REIMBURSEMENT

- A. To maintain and further promote excellence in education, the Board of Education shall establish a special Professional Development Fund of \$15,000.00 per year for the purpose

of assisting NEA certified to further their education in their field of study. This fund shall be shared by certified and school support personnel. A five-person Professional Development Committee composed of two administrators appointed by the Superintendent, one Board of Education member and two NEA members that have been appointed by the NEA President will administer this fund.

- B. Upon successful completion of the coursework, the NEA member must have on file an Individual Professional Development Plan that has been approved by the Local Professional Development Committee. The NEA member will need to submit the necessary documentation (official transcript), the cost of tuition and a receipt of payment by July 1st of each calendar year. Successful completion of graduate coursework will be defined when coursework has been completed with the grade/evaluation of C or higher. Pass/fail or credit-only coursework will be reimbursed upon receipt of course credit and receipt of payment. The Board will reimburse at a rate of 75% for graded coursework and for those courses taken on a pass/fail basis of the total cost up to \$750.00 per year per employee, not to exceed \$15,000.00. If the total is more than \$15,000.00, then an equitable distribution of funds will be made, based on a fractional cost of the graduate hours completed. Therefore, depending on the total requests for reimbursement, the amount each employee may receive could be less than \$750.00. If the \$15,000.00 is not expended, the fund may carry over a maximum of \$5,000.00. Any dollars that accumulate over \$20,000.00 will be redirected to the school District's general fund.
- C. By August 15th, the Superintendent will forward to the NEA President and the Treasurer a notification showing names, hours of education completed and the amount of payment to each NEA member. Each claimant will receive notification of the amount that he or she is to receive no later than September 30th.
- D. Reimbursement will then be made within three (3) pay periods after the August 15th date. Reimbursement will be made in the form of a separate check in the amount specified by the Professional Development Committee.
- E. This Article and Article XXIX must be read together for those teachers who wish to be reimbursed under this Article for classes taken and completed to obtain highly qualified teacher status.

ARTICLE XXV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for all certified licensed employees in the District. The LPDC will be subject to all laws, rules and regulations established by the State of Ohio and the Department of Education as specified by O.R.C. 3319.22 and O.A.C. 3301-24 unless otherwise set forth in this provision.
- B. Initially, one teacher will be appointed for a one (1) year term, a second teacher will be appointed for a two (2) year term, and a third teacher will be appointed to a three (3) year

term. All subsequent appointments will be for a period of two (2) years. All terms begin on July 1.

- C. The LPDC shall be composed of three (3) persons appointed by the Association, which shall have as representation, when possible, one K-3 teacher, one 4-9 teacher, and one 10-12 teacher; one administrator and one employee appointed by the Superintendent. Teacher vacancies arising during the term of the committee shall be filled by appointment from the Association. All LPDC members shall hold a current teacher or administrator certificate/license for their job assignments.
- D. The Chairperson and LPDC decisions shall be determined by a process determined by the LPDC. The time, location, and number of committee meetings shall be determined by the LPDC, but no meetings will be held during the school day.
- E. The LPDC shall develop and maintain an independent appeals process that shall be applicable for all certified/licensed employees of the District. The decisions of the LPDC shall not be grievable.
- F. The LPDC will meet as deemed necessary by the LPDC. Teacher members will be compensated per year as set forth in the supplemental salary schedule. This stipend shall be paid on the first pay date in June.
- G. LPDC members shall be afforded professional leave in accordance with the Negotiated Agreement to attend training related to the performance of their duties as deemed by the LPDC. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.
- H. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided by the Board. The responsibility for keeping track of any other necessary licensure requirements is that of the individual.
- I. Whenever an administrator and/or Treasurer's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teaching members voting on the plan.
- J. In the event of legislative action, such changes will be automatically incorporated into this provision unless superseded by means of collective bargaining.
- K. The LPDC shall have no authority or effect to revise, change, delete or modify any Article or section of the Negotiated Agreement. Actions of the LPDC are not to be contrary to the Negotiated Agreement or law.
- L. The Board of Education will indemnify and defend members of the LPDC for their actions arising from their membership on the LPDC in those instances required by Ohio law.

ARTICLE XXVI - LONG-TERM SUBSTITUTES

- A. Long-term substitutes will be subject to the evaluation procedure contained in the Negotiated Agreement. Timelines and requirements may be adjusted at the sole discretion of the Administration to reflect the term of employment when necessary.
- B. The employment of a long-term substitute will automatically terminate at the return of the employee contracted for that position, at the conclusion of the school year, or at the conclusion of the period of employment for which the substitute was hired, whichever is soonest, without prior notice or action by the Board or Administration.
- C. When a teaching position becomes available during the school year due to reasons such as a resignation, retirement, or death, a substitute will be appointed to the position until the decision is made to issue a regular teaching contract. If the Superintendent determines that a long-term substitute should be placed in an available position, a regular substitute will be hired and will be paid at the regular substitute rate until having served in that position for sixty (60) days, at which time the long-term substitute will be placed on the salary schedule at the BA-0 Step retroactive to the substitute's date of hire for that position. The substitute will not be a member of the bargaining unit and will not receive other local privileges granted to regular teachers until the substitute has been employed in the same position for sixty (60) or more days in accordance with Article I.
- D. The terms of this provision supersede O.R.C. 3319.10, 3319.11, 3319.111 and 3319.16.

ARTICLE XXVII - RESIDENT EDUCATOR PROGRAM

- A. Program
 - 1. The Resident Educator Program will be administered through the Geauga County ESC or an equivalent program approved by the Board for entry-level teachers who are in their first four years of employment. They will be provided formative assistance by a mentor teacher during this period as required under ORC. Successful completion of the residency program is required for teachers to advance to a five-year professional educator license.
 - 2. Positions for mentor teacher shall be posted. The Superintendent/designee, with the collaboration of the NEA President/designee, shall make the assignments of the mentors known to the building principals.
- B. Lead Mentor
 - 1. In years where there are more than three (3) mentors, the District will have a Lead Mentor to oversee the Resident Educator Program.

- a. A Lead Mentor should have National Board, Master Teacher, or Lead Teacher designation, if possible.
 - b. Applicants for the Lead Mentor position must submit an application to the Superintendent by June 1st for the next school year.
2. Duties of Lead Mentor.
- a. To coordinate the District Resident Educator Program.
 - b. Schedule and preside over necessary meetings.
 - c. Keep Superintendent and/or designee informed of all activities involving the resident educator.
 - d. Monitor the resident educator and mentor's interactions and offer support and assistance when the need arises.

C. Mentor Teachers

- 1. Mentor teachers must have continuing contract status and a minimum of five (5) consecutive years of experience in the District. Preference will be given to those with National Board Certification or Master Teacher designation.
- 2. The mentor teacher must be trained as a mentor through the ODE Instructional Mentoring Program and hold a valid teaching certificate/license.
- 3. The mentor must have demonstrated the ability to work cooperatively with professional staff members and have an extensive knowledge of a variety of classroom management and instructional techniques in the judgment of the Superintendent/designee. Said judgment shall not be grievable.
- 4. Mentor teachers shall:
 - a. Carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE,
 - b. Consult with and otherwise assist the resident educator on a regular basis within the instructional day,
 - c. Use the Resident Educator Program formative assessment tools and protocols to support the resident educator's growth,
 - d. Attend regional mentor network meetings,
 - e. Not have a formal evaluative role,

f. Be granted release time (at least the equivalent of three (3) days for direct mentoring activities). This release time shall be separate from any other release time covered in this Agreement and shall be approved by the Superintendent/designee,

g. Be granted release time to attend necessary training.

D. Compensation

1. Mentor teachers shall receive a supplemental contract for each resident educator to be paid in June of the appropriate school year.
2. District will pay all training fees required for mentors to receive the required ODE mentor training.
3. Mentor teacher supplemental contracts shall be for four percent (4%) of the BA-0 base salary.
4. The Lead Mentor shall receive six percent (6%) of the BA-0 base salary.

E. Resident Educator

1. Each resident educator shall be provided:
 - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for teaching that curriculum, and instructional resources available,
 - b. Assistance with the management tasks identified as difficult for beginning teachers,
 - c. Assistance in improvement of instructional skills and classroom management,
 - d. Opportunity to consult/observe other teachers,
 - e. Release time not to exceed two (2) day per year for observing other classes, meetings with the mentor teacher, attending workshops, etc. These days may be used in ¼ day increments as coordinated/approved by the building principal.

F. Assurances

1. No resident educator shall be required to remain in a resident educator program after advancing to a professional educator license.

2. All interaction between the mentor teacher and resident educator related to the resident educator program shall be regarded as confidential. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from the role as mentor teacher and forfeiture of any payment under the supplemental contract.
3. At any time, either the mentor teacher or the resident educator may exercise the option to have a new mentor assigned without prejudice.
4. No mentor teacher shall participate in any formal or informal evaluation of a resident educator or make any recommendation regarding a resident educator's continued employment.
5. The regular evaluation of the mentor teacher shall not be affected by participation in the resident educator program.
6. Resident educators shall be provided all due process provisions allowed by the Negotiated Agreement and ORC.

G. Records

The NEA President and Superintendent/designee shall determine to what extent to keep and retain records of the Resident Educator Program consistent with ORC and Public Records Retention law.

ARTICLE XXVIII - RE-EMPLOYMENT OF RETIRED TEACHERS

A teacher retired under any state retirement system ("Re-employed Teacher") may be employed subject to the following conditions:

- A. The re-employed teacher is a member of the bargaining unit and subject to the provisions of the NEA-Board Agreement, except as otherwise set forth herein.
- B. A re-employed teacher shall receive a minimum of five (5) years and a maximum of ten (10) years experience credit and the individual's educational attainment for salary schedule placement purposes. Placement shall be at the Superintendent's discretion.
- C. A re-employed teacher shall commence employment with zero years of seniority credit for purposes of layoff and zero days of accumulated sick leave.
- D. A re-employed teacher shall serve under a one (1) year limited contract which will be automatically non-renewed at the conclusion of that year without the need for completion of the evaluation process or notice to the employee. The Board and NEA intend that this provision expressly supersedes O.R.C. §§3319.11 and 3319.111. Therefore, a re-employed teacher is not eligible for a continuing contract.

- E. A re-employed teacher shall not be subject to the entry year/mentoring program.
- F. Unless prohibited by law, a re-employed teacher will be eligible for health insurance as follows:
 - 1. The re-employed teacher employed on a full-time basis will be reimbursed by the Board for the gross amount of her/his retiree portion of the monthly premium for the "base plan" health, dental and optical coverages (single or family as appropriate) through STRS, less the amount paid toward premiums by other bargaining unit members who are enrolled in Board-paid medical insurance.
 - 2. The re-employed teacher shall be eligible for Board-paid life coverages in accordance with the provisions of the NEA-Board Agreement.
- G. The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract nonrenewal, evaluation requirements related to teacher contract nonrenewal and insurance through STRS.

ARTICLE XXIX - COMPLIANCE WITH HIGHLY QUALIFIED STANDARDS

All teachers hired or transferred after June 30, 2012 shall meet the "No Child Left Behind" Act standards for highly qualified. No teachers shall be transferred to a position for which they are not highly qualified.

ARTICLE XXX - LABOR MANAGEMENT COUNCIL

A Labor-Management Council consisting of the NEA President, building representatives, position representatives, District Superintendent, and administrative appointees will meet the first Monday in October if requested by either the NEA President or the Superintendent. At that time, dates for further meetings will be determined. Additional meetings may be held upon the request of the NEA President or Superintendent. Topics to be discussed will include terms and conditions of the contract that have been a problem for the Association or the administration.

ARTICLE XXXI - DURATION OF AGREEMENT

This Collective Bargaining Agreement shall be effective July 1, 2013, and shall remain in full force and effect through June 30, 2014. If any provisions of this document shall be found contrary to law by a court of competent jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law. All other provisions herein stated shall continue in full force and effect so long as they do not conflict with any local, state, or federal laws.

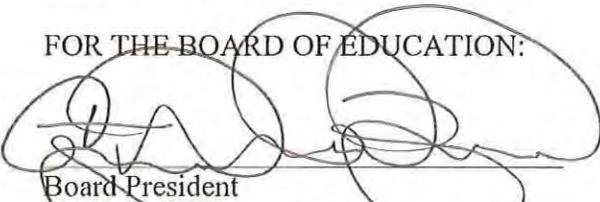
ARTICLE XXXII - SIGNATURES TO AGREEMENT

WHEREAS, the undersigned persons representing the Newbury Local School Board of Education and the Newbury Education Association have met, negotiated, and agreed to the provisions as set forth in this Collective Bargaining Agreement;

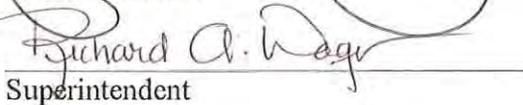
NOW, THEREFORE, this Collective Bargaining Agreement between the parties is attested to by representatives whose signatures appear below.

IN WITNESS WHEREOF, the parties hereto have set their hands this 31st day of October, 2013, at Newbury, Ohio.

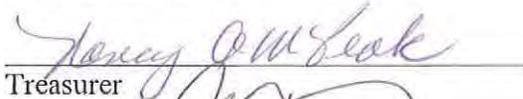
FOR THE BOARD OF EDUCATION:



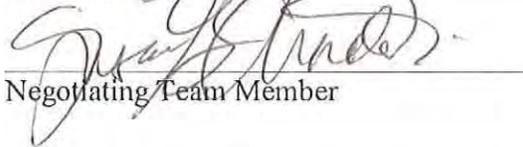
Board President



Superintendent



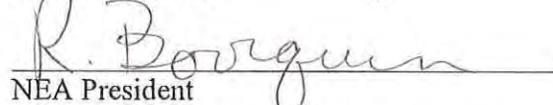
Treasurer



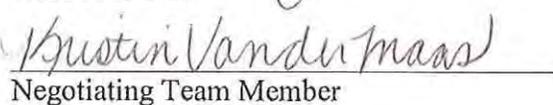
Negotiating Team Member

Negotiating Team Member

FOR THE NEWBURY EDUCATION ASSOCIATION:



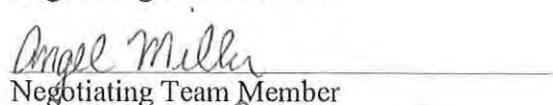
NEA President



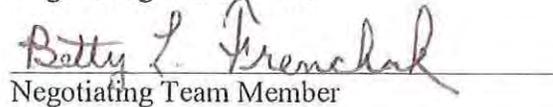
Negotiating Team Member



Negotiating Team Member



Negotiating Team Member



Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

**NEWBURY LOCAL SCHOOL DISTRICT
2013-14 TEACHER SALARY SCHEDULE**

| Step | B.A. | B.A.+15 | 150 HOURS | M.A. | M.A.+15 | M.A.+30 |
|---|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| 0 | 32,624 1.000 | 33,603 1.030 | 34,581 1.060 | 36,213 1.110 | 37,191 1.140 | 38,333 1.175 |
| 1 | 33,864 1.038 | 34,908 1.070 | 36,017 1.104 | 37,844 1.160 | 38,888 1.192 | 40,128 1.230 |
| 2 | 35,103 1.076 | 36,213 1.110 | 37,452 1.148 | 39,475 1.210 | 40,584 1.244 | 41,922 1.285 |
| 3 | 36,343 1.114 | 37,518 1.150 | 38,888 1.192 | 41,106 1.260 | 42,281 1.296 | 43,716 1.340 |
| 4 | 37,583 1.152 | 38,823 1.190 | 40,323 1.236 | 42,737 1.310 | 43,977 1.348 | 45,511 1.395 |
| 5 | 38,823 1.190 | 40,128 1.230 | 41,759 1.280 | 44,369 1.360 | 45,674 1.400 | 47,305 1.450 |
| 6 | 40,062 1.228 | 41,433 1.270 | 43,194 1.324 | 46,000 1.410 | 47,370 1.452 | 49,099 1.505 |
| 7 | 41,302 1.266 | 42,737 1.310 | 44,630 1.368 | 47,631 1.460 | 49,067 1.504 | 50,893 1.560 |
| 8 | 42,542 1.304 | 44,042 1.350 | 46,065 1.412 | 49,262 1.510 | 50,763 1.556 | 52,688 1.615 |
| 9 | 43,781 1.342 | 45,347 1.390 | 47,501 1.456 | 50,893 1.560 | 52,459 1.608 | 54,482 1.670 |
| 10 | 45,021 1.380 | 46,652 1.430 | 48,936 1.500 | 52,525 1.610 | 54,156 1.660 | 56,276 1.725 |
| 11 | 46,261 1.418 | 47,957 1.470 | 50,371 1.544 | 54,156 1.660 | 55,852 1.712 | 58,071 1.780 |
| 12 | 47,501 1.456 | 49,262 1.510 | 51,807 1.588 | 55,787 1.710 | 57,549 1.764 | 59,865 1.835 |
| 13 | 48,740 1.494 | 50,567 1.550 | 53,242 1.632 | 57,418 1.760 | 59,245 1.816 | 61,659 1.890 |
| 14 | 49,980 1.532 | 51,872 1.590 | 54,678 1.676 | 59,049 1.810 | 60,942 1.868 | 63,454 1.945 |
| 15 | 51,220 1.570 | 53,177 1.630 | 56,113 1.720 | 60,681 1.860 | 62,638 1.920 | 65,248 2.000 |
| 16 | <p align="center">< - - - + \$125.00 per year - - - > for each additional year through Year 23 and \$150.00 per year starting in Year 24.</p> | | | 62,638 1.920 | 64,269 1.970 | 66,879 2.050 |
| <p align="center">< - - - + \$125.00 per year - - - > for each additional year through Year 23 and \$150.00 per year starting in Year 24.</p> | | | | | | |

NEWBURY LOCAL SCHOOL DISTRICT
2013-14 EXTRACURRICULAR SALARY INDEX SCHEDULE

| BASE SALARY: | \$32,624 | 0 | 1 | 2 | 3 | 4 | 5 |
|--------------------------|----------|--------|--------|--------|--------|--------|--------|
| | | 7,177 | 7,340 | 7,504 | 7,667 | 7,830 | 7,993 |
| Athletic Director | | 0.220 | 0.225 | 0.230 | 0.235 | 0.240 | 0.245 |
| | | 3,915 | 4,078 | 4,241 | 4,404 | 4,567 | 4,730 |
| Asst. Athletic Director | | 0.120 | 0.125 | 0.130 | 0.135 | 0.140 | 0.145 |
| | | 652 | 718 | 783 | 848 | 913 | 979 |
| Summer Athletic Director | | 0.020 | 0.022 | 0.024 | 0.026 | 0.028 | 0.030 |
| | | 4,567 | 4,730 | 4,894 | 5,057 | 5,220 | 5,383 |
| Football - Head Coach | | 0.140 | 0.145 | 0.150 | 0.155 | 0.160 | 0.165 |
| | | 2,936 | 3,067 | 3,197 | 3,328 | 3,458 | 3,589 |
| Football - Assistants | | 0.090 | 0.094 | 0.098 | 0.102 | 0.106 | 0.110 |
| | | 4,567 | 4,730 | 4,894 | 5,057 | 5,220 | 5,383 |
| Soccer | | 0.140 | 0.145 | 0.150 | 0.155 | 0.160 | 0.165 |
| | | 2,936 | 3,067 | 3,197 | 3,328 | 3,458 | 3,589 |
| Soccer - Assistants | | 0.0900 | 0.0940 | 0.0980 | 0.1020 | 0.1060 | 0.1100 |
| | | 4,567 | 4,730 | 4,894 | 5,057 | 5,220 | 5,383 |
| Basketball - Head Coach | | 0.140 | 0.145 | 0.150 | 0.155 | 0.160 | 0.165 |
| | | 2,936 | 3,067 | 3,197 | 3,328 | 3,458 | 3,589 |
| Basketball - Assistants | | 0.090 | 0.094 | 0.098 | 0.102 | 0.106 | 0.110 |
| | | 4,567 | 4,730 | 4,894 | 5,057 | 5,220 | 5,383 |
| Wrestling | | 0.140 | 0.145 | 0.150 | 0.155 | 0.160 | 0.165 |
| | | 2,936 | 3,067 | 3,197 | 3,328 | 3,458 | 3,589 |
| Wrestling Assistants | | | | | | | |

| | | | | | | |
|-------------------------|-------|-------|-------|-------|-------|-------|
| | 0.090 | 0.094 | 0.098 | 0.102 | 0.106 | 0.110 |
| | 3,262 | 3,393 | 3,523 | 3,654 | 3,784 | 3,915 |
| Baseball - Head | 0.100 | 0.104 | 0.108 | 0.112 | 0.116 | 0.120 |
| | 1,957 | 2,088 | 2,218 | 2,349 | 2,479 | 2,610 |
| Baseball Assistants | 0.060 | 0.064 | 0.068 | 0.072 | 0.076 | 0.080 |
| | 3,262 | 3,393 | 3,523 | 3,654 | 3,784 | 3,915 |
| Softball - Head | 0.100 | 0.104 | 0.108 | 0.112 | 0.116 | 0.120 |
| | 1,957 | 2,088 | 2,218 | 2,349 | 2,479 | 2,610 |
| Softball - Assistants | 0.060 | 0.064 | 0.068 | 0.072 | 0.076 | 0.080 |
| | 3,262 | 3,393 | 3,523 | 3,654 | 3,784 | 3,915 |
| Track - Head | 0.100 | 0.104 | 0.108 | 0.112 | 0.116 | 0.120 |
| | 1,957 | 2,088 | 2,218 | 2,349 | 2,479 | 2,610 |
| Track - Assistants | 0.060 | 0.064 | 0.068 | 0.072 | 0.076 | 0.080 |
| | 4,567 | 4,730 | 4,894 | 5,057 | 5,220 | 5,383 |
| Volleyball - Head | 0.140 | 0.145 | 0.150 | 0.155 | 0.160 | 0.165 |
| | 2,936 | 3,067 | 3,197 | 3,328 | 3,458 | 3,589 |
| Volleyball - Assistants | 0.090 | 0.094 | 0.098 | 0.102 | 0.106 | 0.110 |
| | 4,567 | 4,730 | 4,894 | 5,057 | 5,220 | 5,383 |
| Cross Country | 0.140 | 0.145 | 0.150 | 0.155 | 0.160 | 0.165 |
| | 2,936 | 3,067 | 3,197 | 3,328 | 3,458 | 3,589 |
| Cross County Assistant | 0.090 | 0.094 | 0.098 | 0.102 | 0.106 | 0.110 |
| | 2,610 | 2,740 | 2,871 | 3,001 | 3,132 | 3,262 |
| Golf - Head | 0.080 | 0.084 | 0.088 | 0.092 | 0.096 | 0.100 |
| | 4,567 | 4,730 | 4,894 | 5,057 | 5,220 | 5,383 |
| Yearbook | 0.140 | 0.145 | 0.150 | 0.155 | 0.160 | 0.165 |

| | | | | | | |
|--|-------|--------|-------|-------|-------|-------|
| | 1,957 | 2,088 | 2,218 | 2,349 | 2,479 | 2,610 |
| Audio/Visual Coordinator | 0.060 | 0.064 | 0.068 | 0.072 | 0.076 | 0.080 |
| | 1,631 | 1,631 | 1,631 | 1,631 | 1,631 | 1,631 |
| Junior Class Advisor (1) | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| | 979 | 979 | 979 | 979 | 979 | 979 |
| Junior Class Advisor (2) | 0.030 | 0.030 | 0.030 | 0.030 | 0.030 | 0.030 |
| | 2,284 | 2,414 | 2,545 | 2,675 | 2,806 | 2,936 |
| Vocal Music - Secondary | 0.070 | 0.074 | 0.078 | 0.082 | 0.086 | 0.090 |
| | 2,610 | 2,740 | 2,871 | 3,001 | 3,132 | 3,262 |
| Vocal Music - Elementary | 0.080 | 0.084 | 0.088 | 0.092 | 0.096 | 0.100 |
| | 4,241 | 4,372 | 4,502 | 4,633 | 4,763 | 4,894 |
| Marching Band | 0.130 | 0.134 | 0.138 | 0.142 | 0.146 | 0.150 |
| | 2,284 | 2,414 | 2,545 | 2,675 | 2,806 | 2,936 |
| Concert Band | 0.070 | 0.074 | 0.078 | 0.082 | 0.086 | 0.090 |
| | 2,610 | 2,740- | 2,871 | 3,001 | 3,132 | 3,426 |
| Drama Director (Fall) | 0.080 | 0.084 | 0.088 | 0.092 | 0.096 | 0.105 |
| | 1,957 | 2,121 | 2,284 | 2,447 | 2,610 | 2,773 |
| Drama Director (Spring) | 0.060 | 0.065 | 0.070 | 0.075 | 0.080 | 0.085 |
| | 1,957 | 2,121 | 2,284 | 2,447 | 2,610 | 2,773 |
| Assistant Drama Director (Spring-Music) | 0.060 | 0.065 | 0.070 | 0.075 | 0.080 | 0.085 |
| | 979 | 1,077 | 1,174 | 1,272 | 1,370 | 1,468 |
| Asst. Drama (Tech. Dir.) (Fall/Spring) | 0.030 | 0.033 | 0.036 | 0.039 | 0.042 | 0.045 |
| | 2,610 | 2,773 | 2,936 | 3,099 | 3,262 | 3,426 |
| Speech Coach | 0.080 | 0.085 | 0.090 | 0.095 | 0.100 | 0.105 |

| | | | | | | |
|--|-------|-------|-------|-------|-------|-------|
| | 1,631 | 1,631 | 1,631 | 1,631 | 1,631 | 1,631 |
| V/JV Football Cheerleader Advisor | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| | 979 | 979 | 979 | 979 | 979 | 979 |
| Jr. High Football Cheerleader Advisor | 0.030 | 0.030 | 0.030 | 0.030 | 0.030 | 0.030 |
| | 1,957 | 1,957 | 1,957 | 1,957 | 1,957 | 1,957 |
| V/JV Basketball Cheerleader Advisor | 0.060 | 0.060 | 0.060 | 0.060 | 0.060 | 0.060 |
| | 1,305 | 1,305 | 1,305 | 1,305 | 1,305 | 1,305 |
| Jr. High Basketball Cheerleader Advisor | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| | 1,631 | 1,631 | 1,631 | 1,631 | 1,631 | 1,631 |
| Advisors — 12 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 | 0.050 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Advisors — 9, 10 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 979 | 1,109 | 1,240 | 1,370 | 1,501 | 1,631 |
| Flag Corps | 0.030 | 0.034 | 0.038 | 0.042 | 0.046 | 0.05 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Jr. High Student Council | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Elem. Student Council | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 1,957 | 2,088 | 2,218 | 2,349 | 2,479 | 2,610 |
| Academic Competition Coach | 0.060 | 0.064 | 0.068 | 0.072 | 0.076 | 0.080 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Spanish Club Advisor | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| French Club Advisor | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |

| | | | | | | |
|---------------------------------------|-------|-------|-------|-------|-------|-------|
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Newberry Book Club (up to 3 advisors) | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Honor Society Advisor - HS | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Honor Society Advisor - JH | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 1,305 | 1,305 | 1,305 | 1,305 | 1,305 | 1,305 |
| Mat Maid Advisor | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| | 1,305 | 1,305 | 1,305 | 1,305 | 1,305 | 1,305 |
| Teen Institute Advisor | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| | 1,305 | 1,305 | 1,305 | 1,305 | 1,305 | 1,305 |
| Sr. High Student Council | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 | 0.040 |
| | 1,794 | 1,957 | 2,121 | 2,284 | 2,447 | 2,610 |
| Pep Band | 0.055 | 0.060 | 0.065 | 0.070 | 0.075 | 0.080 |
| | 1,305 | 1,468 | 1,631 | 1,794 | 1,957 | 2,121 |
| Weight Room Coach (Winter) | 0.040 | 0.045 | 0.050 | 0.055 | 0.060 | 0.065 |
| | 1,305 | 1,468 | 1,631 | 1,794 | 1,957 | 2,121 |
| Weight Room Coach (Spring) | 0.040 | 0.045 | 0.050 | 0.055 | 0.060 | 0.065 |
| | 1,305 | 1,468 | 1,631 | 1,794 | 1,957 | 2,121 |
| Weight Room Coach (Summer) | 0.040 | 0.045 | 0.050 | 0.055 | 0.060 | 0.065 |
| | 1,957 | 2,121 | 2,284 | 2,447 | 2,610 | 2,806 |
| Web Site Coordinator | 0.060 | 0.065 | 0.070 | 0.075 | 0.080 | 0.086 |

| | | | | | | |
|---|-------|-------|-------|-------|-------|-------|
| | 652 | 816 | 979 | 1,142 | 1,305 | 1,468 |
| Computer Club | 0.020 | 0.025 | 0.030 | 0.035 | 0.040 | 0.045 |
| | 652 | 750 | 848 | 946 | 1,044 | 1,142 |
| Playground Teacher Supervisor (40 hrs.) | 0.020 | 0.023 | 0.026 | 0.029 | 0.032 | 0.035 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Art Coordinator K-6 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Art Coordinator 7-12 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Ski Club | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 1,957 | 1,957 | 1,957 | 1,957 | 1,957 | 1,957 |
| Character Counts | 0.060 | 0.060 | 0.060 | 0.060 | 0.060 | 0.060 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Builders Club | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Key Club | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 489 | 489 | 489 | 489 | 489 | 489 |
| Overnight Trip Chaperone (1 overnight stop) | 0.015 | 0.015 | 0.015 | 0.015 | 0.015 | 0.015 |
| | 652 | 652 | 652 | 652 | 652 | 652 |
| Overnight Trip Chaperone (2 overnight stops) | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 | 0.020 |
| | 0 | 0 | 0 | 0 | 0 | 0 |
| PAM/TAM | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 |

| | | | | | | |
|-------------|--------|--------|--------|--------|--------|--------|
| | 1,373 | 1,537 | 1,700 | 1,863 | 2,026 | 2,189 |
| LPDC Member | 0.0421 | 0.0471 | 0.0521 | 0.0571 | 0.0621 | 0.0671 |

* Assistant A.D. (duties are for calendar year - unlikely to have released time - not precluded if circumstances warranted.)

**NEWBURY LOCAL SCHOOL DISTRICT
PERSONAL LEAVE FORM FOR EMPLOYEES**

Date _____

Employee's Name

School/Position

Date(s) of Personal Leave: _____
Month Day(s)/Date(s) Year

Each employee shall be allowed three (3) personal leave days each year. A maximum of ten percent (10%) of the bargaining unit members may use personal leave on the same day. Only one (1) personal leave day shall be permitted for purposes of rest, recreation, or vacation. No personal leave days shall be used to engage in gainful employment. Personal leave days requested the scheduled workday before or after a recess or in the first or last ten (10) days of the school year shall be granted in special circumstances only upon mutual approval by the Superintendent and NEA President.

I have read the personal leave provision of the Negotiated Agreement (Article III Section B) and hereby certify that the above personal leave will not be used for any of the prohibited reasons as stated above and is not covered by the sick leave provisions. Intentional falsification of a personal leave form may be grounds for employee termination.

Unrestricted day

Date

Employee

Date

Principal or Immediate Supervisor

Date

Superintendent/Designee

(For Office Use Only)

PERSONAL LEAVE: Credit: _____
Used: _____
Balance: _____

NEWBURY LOCAL SCHOOL DISTRICTTEACHER CLASSROOM OBSERVATION FORM

[For Teachers Employed More Than One Year]

Instructor _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale

S = Satisfactory
N.O. = Not ObservedU = Unsatisfactory
N.I. = Needs Improvement

Starting Time: _____

Ending Time: _____

I. INSTRUCTIONAL PROCEDURES:

- _____ Specific daily and/or weekly plans are available
- _____ Evidence of planning for specific lesson
- _____ Organization of instructional procedures
- _____ Provides for differences in capacities of pupils
- _____ Use of resourceful techniques
- _____ Use of appropriate procedures to evaluate student learning
- _____ Skill in presentation
- _____ Student participation
- _____ Knowledge of subject matter
- _____ Movement in classroom

II. MANAGEMENT SKILLS:

- _____ Organization of materials and supplies
- _____ Follows building and board procedures which relate to classroom functions
- _____ Maintains student discipline following student discipline code
- _____ Uses disciplinary approaches that are constructive

III. PUPIL-TEACHER RELATIONSHIP:

- _____ Helps child to develop and maintain good self-concept
- _____ Creates and maintains a friendly atmosphere based on mutual respect
- _____ Seeks to promote student success through the use of verbal and nonverbal praise

IV. SUPERVISOR'S COMMENTS:

V. TEACHER'S COMMENTS:

SUPERVISOR'S SIGNATURE

TEACHER'S SIGNATURE

CONFERENCE DATE

THE SIGNATURE OF THE TEACHER DOES NOT INDICATE APPROVAL OF THE RATINGS OR COMMENTS OF THE SUPERVISOR, BUT RATHER THAT THE TEACHER RECEIVED A COPY OF THIS FORM. IF THE TEACHER WISHES TO FILE A WRITTEN RESPONSE, THE TEACHER MAY DO SO.

(Additional pages for supervisor's or teacher's comments may be used as necessary.)

NEWBURY LOCAL SCHOOL DISTRICT

TEACHER SUMMATIVE EVALUATION FORM
[For Teachers Employed More Than One Year]

Instructor _____

Administrator _____

Grade/Subject _____

Observation Dates _____

Appraisal Scale:

S = Satisfactory

U = Unsatisfactory

N.O. = Not Observed

N.I. = Needs Improvement

I. INSTRUCTIONAL PROCEDURES:

- _____ Specific daily and/or weekly plans are available
- _____ Evidence of planning for specific lesson
- _____ Organization of instructional procedures
- _____ Provides for differences in capacities of pupils
- _____ Use of resourceful techniques
- _____ Use of appropriate procedures to evaluate student learning
- _____ Skill in presentation
- _____ Student participation
- _____ Knowledge of subject matter
- _____ Movement in classroom

II. MANAGEMENT SKILLS:

- _____ Organization of materials and supplies
- _____ Follows building and board procedures which relate to classroom functions
- _____ Maintains student discipline following student discipline code
- _____ Uses disciplinary approaches that are constructive

III. PUPIL-TEACHER RELATIONSHIP:

- _____ Helps child to develop and maintain good self-concept
- _____ Creates and maintains a friendly atmosphere based on mutual respect
- _____ Seeks to promote student success through the use of verbal and nonverbal praise

IV. PARENT-TEACHER RELATIONSHIPS:

_____ Reports student performance effectively to family or guardians (e.g., report cards, written reports, parent conferences, etc.)

V. STAFF-TEACHER RELATIONSHIPS:

_____ Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)

VI. PERSONAL CHARACTERISTICS:

_____ Maintains professional behavior (e.g., interacts professionally with others, maintains appropriate confidentiality)

_____ Is in attendance and prompt

_____ Appropriate appearance

VII. PROFESSIONAL GROWTH:

_____ Takes advantage of opportunities provided for professional growth through inservice activities, conferences, workshops, professional literature, etc.

VIII. SUPERVISOR'S COMMENTS:

IX. TEACHER'S COMMENTS:

SUPERVISOR'S SIGNATURE

TEACHER'S SIGNATURE

CONFERENCE DATE

THE SIGNATURE OF THE TEACHER DOES NOT INDICATE APPROVAL OF THE RATINGS OR COMMENTS OF THE SUPERVISOR, BUT RATHER THAT THE TEACHER RECEIVED A COPY OF THIS FORM. IF THE TEACHER WISHES TO FILE A WRITTEN RESPONSE, THE TEACHER MAY DO SO.

(Additional pages for supervisor's or teacher's comments may be used as necessary.)

NEWBURY LOCAL SCHOOL DISTRICT

NONCLASSROOM TEACHER AND TEACHER NOT GOVERNED BY OTES
OBSERVATION FORM

Instructor _____

Administrator _____

Grade/Subject _____

Observation _____

Appraisal Scale: S = Satisfactory
 N.O. = Not Observed

U = Unsatisfactory
N.I. = Needs Improvement

Starting Time _____

Ending Time _____

I. PERFORMANCE RESPONSIBILITIES:
(Narrative to be based upon Job Description; additional on reverse of form.)

II. MANAGEMENT SKILLS:

- _____ Organization of materials and supplies.
- _____ Follows building and school board procedures which relate to job description responsibilities.
- _____ Maintains student discipline following student discipline code.
- _____ Uses disciplinary approaches that are constructive.

III. PUPIL-TEACHER RELATIONSHIP:

- _____ Helps children to develop and maintain good self-concepts.
- _____ Creates and maintains a friendly atmosphere based upon mutual respect.
- _____ Seeks to promote student success through the use of verbal and nonverbal praise.

IV. PARENT-TEACHER RELATIONS:

- _____ Reports appropriate student information to parents or guardians.

V. STAFF-TEACHER RELATIONS:

_____ Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)

VI. PERSONAL CHARACTERISTICS:

_____ Maintains professional behavior (e.g., interacts professionally with others, maintains appropriate confidentiality.

_____ Is in attendance and prompt.

_____ Maintains appropriate appearance.

VIII. SUPERVISOR'S COMMENTS:

IX. TEACHER'S COMMENTS:

SUPERVISOR'S SIGNATURE

TEACHER'S SIGNATURE

CONFERENCE DATE

(Additional pages for supervisor's or teacher's comments may be used as necessary)

NEWBURY LOCAL SCHOOL DISTRICT
NONCLASSROOM TEACHER AND TEACHER NOT GOVERNED BY OTES
EVALUATION FORM

Instructor _____

Administrator _____

Grade/Subject _____

Evaluation Date _____

Appraisal Scale: S = Satisfactory
 N.O. = Not Observed

U = Unsatisfactory
N.I. = Needs Improvement

I. PERFORMANCE RESPONSIBILITIES:
(Narrative to be based upon Job Description; additional on reverse of form.)

II. MANAGEMENT SKILLS:
_____ Organization of materials and supplies.
_____ Follows building and school board procedures which relate to job description responsibilities.
_____ Maintains student discipline following student discipline code.
_____ Uses disciplinary approaches that are constructive.

III. PUPIL-TEACHER RELATIONSHIP:
_____ Helps children to develop and maintain good self-concepts.
_____ Creates and maintains a friendly atmosphere based upon mutual respect.
_____ Seeks to promote student success through the use of verbal and nonverbal praise.

IV. PARENT-TEACHER RELATIONS:
_____ Reports appropriate student information to parents or guardians.

V. STAFF-TEACHER RELATIONS:
_____ Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)

VI. PERSONAL CHARACTERISTICS:

- Maintains professional behavior (e.g., interacts professionally with others, maintains appropriate confidentiality.
- Is in attendance and prompt.
- Maintains appropriate appearance.

VIII. SUPERVISOR'S COMMENTS:

IX. TEACHER'S COMMENTS:

SUPERVISOR'S SIGNATURE

TEACHER'S SIGNATURE

CONFERENCE DATE

(Additional pages for supervisor's or teacher's comments may be used as necessary)

NEWBURY LOCAL SCHOOL DISTRICT
TEACHER CLASSROOM OBSERVATION FORM
AND PERFORMANCE RATING
 [For Entry-Year Teachers in First Year of Employment]

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

| | | | |
|------------------|----|---|-------------------|
| Appraisal Scale: | E | = | Excellent |
| | G | = | Good |
| | S | = | Satisfactory |
| | NI | = | Needs Improvement |
| | U | = | Unsatisfactory |
| | NO | = | Not Observed |

Starting Time _____ Ending Time _____

Domain A: Organizes Content Knowledge for Student Learning

- _____ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- _____ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- _____ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- _____ A4. Uses a variety of teaching methods based on student learning styles
- _____ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- _____ A6. Demonstrates knowledge of content

Domain B: Creates an Environment for Student Learning

- _____ B1. Creates a climate that promotes fairness
- _____ B2. Establishes and maintains rapport with students
- _____ B3. Communicates challenging learning expectations to each student
- _____ B4. Establishes and maintains consistent standards of classroom behavior
- _____ B5. Makes the physical environment as safe and conducive to learning as possible

Domain C: Teaches for Student Learning

- _____ C1. Makes learning goals and instructional procedures clear to students
- _____ C2. Makes content comprehensible to students
- _____ C3. Encourages students to extend their thinking
- _____ C4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- _____ C5. Uses instructional time effectively (time on task)
- _____ C6. Incorporates and implements technology usage in the classroom

Observer's Comments:

Teacher's Comments:

Observer's Signature

Teacher's Signature

Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form. If the teacher wishes to file a written response, the teacher may do so.

(Additional pages may be used as desired)

NEWBURY LOCAL SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM
 [For Entry-Year Teachers in First Year of Employment]

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

| | | | |
|------------------|----|---|-------------------|
| Appraisal Scale: | E | = | Excellent |
| | G | = | Good |
| | S | = | Satisfactory |
| | NI | = | Needs Improvement |
| | U | = | Unsatisfactory |
| | NO | = | Not Observed |

Domain A: Organizes Content Knowledge for Student Learning

- _____ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- _____ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- _____ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
- _____ A4. Uses a variety of teaching methods based on student learning styles
- _____ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson
- _____ A6. Demonstrates knowledge of content

Domain B: Creates an Environment for Student Learning

- _____ B1. Creates a climate that promotes fairness
- _____ B2. Establishes and maintains rapport with students
- _____ B3. Communicates challenging learning expectations to each student
- _____ B4. Establishes and maintains consistent standards of classroom behavior
- _____ B5. Makes the physical environment as safe and conducive to learning as possible

Domain C: Teaches for Student Learning

- C1. Makes learning goals and instructional procedures clear to students
- C2. Makes content comprehensible to students
- C3. Encourages students to extend their thinking
- C4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- C5. Uses instructional time effectively (time on task)
- C6. Incorporates and implements technology usage in the classroom

Domain D: Teacher Professionalism

- D1. Reflects on the extent to which the learning goals were met
- D2. Demonstrates the belief that "I am responsible for teaching all students."
- D3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- D4. Communicates with parents or guardians about student learning
- D5. Is punctual to class and has a good attendance record
- D6. Dresses appropriately
- D7. Maintains and submits in a timely manner accurate records and reports
- D8. Grows and develops professionally

Administrator's Comments:

Teacher's Comments:

SUMMATIVE RATING:

This summative rating of the above-named teacher for this school year is (check one):

- Excellent
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

Evaluator's Signature

Date

Teacher's Signature

Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form.

(Additional pages may be used as desired)

NEWBURY LOCAL SCHOOLS

PRINCIPAL'S EMPLOYMENT RECOMMENDATION

Employee _____ Date _____

Employee Contract Status:

Experience prior to this year:

Continuing

In this district: _____

Limited

In other districts: _____

Limited with reasons directed at professional improvement (O.R.C. §3319.11)

Total: _____

I recommend that the above-mentioned employee:

Continuing Contract Employees

Be retained on continuing contract.

Be terminated for cause.

Limited Contract Employees

Be awarded an additional one (1) year limited contract.

Be awarded an additional one (1) year limited contract with reasons directed at professional improvement.

Be awarded a continuing contract.

Be nonrenewed.

Limited Contract Employees with Reasons Directed at Professional Improvement

Be awarded a continuing contract.

Be nonrenewed.

Principal's Signature

Date

Employee's Signature

Date

**NEWBURY LOCAL SCHOOL DISTRICT
CHILD-REARING LEAVE FORM**

(To be filed with the Superintendent as soon as possible but not later than two (2) weeks prior to the commencement of the leave.)

Name: _____ School: _____ Grade: _____

Check one of the following:

- 1. _____ I wish to take sick leave for reasons of pregnancy disability. I wish to remain out only for the period of disability as certified by my attending physician. I understand that I am entitled to return to my position and that I will be paid for all days off for which I have accumulated or advanced sick leave.

- 2. _____ I wish to take leave for reasons of child-rearing. I wish to remain out of work for the duration of this school year. I understand that I am entitled to return to a position similar to the position vacated, but not necessarily the position vacated. I also understand that except for my entitlement to pregnancy related disability sick leave, my child-rearing leave is unpaid.

Check one of the following: (If number 2 above is checked, then check either 3 or 4.)

- 3. _____ I wish to utilize sick leave for the period of disability as certified by my attending physician (must precede commencement of unpaid leave).

- 4. _____ I do not wish to utilize sick leave for the period of disability as certified by my attending physician.

Approximate beginning date of leave: _____

Approximate ending date of leave: _____

Teachers should notify the Superintendent of Schools as soon as possible of the precise dates of each of the above in writing. Teachers are reminded to review the contract between the Board and the NEA relative to notification dates, insurance benefits, etc.

Signature of Superintendent

Date

Signature of Teacher

Date

Complete in duplicate: one copy to be retained by the Superintendent; one copy to be returned to the teacher.

**NEWBURY LOCAL SCHOOL DISTRICT
TEACHER GRIEVANCE FORM**

This form should be prepared in duplicate, and signed by both the grievant and the Principal/Superintendent; each shall retain a copy.

Name of Grievant: _____

Date of Filing: _____

Building: _____

Assignment: _____

STATEMENT OF GRIEVANCE: _____

RELIEF SOUGHT: _____

Signature of Grievant

Signature of NEA President

Signature of Principal/Superintendent

Date

**NEWBURY LOCAL SCHOOL DISTRICT
TEACHER GRIEVANCE DISPOSITION**

TO: _____ DATE: _____
Name of Grievant

This is to inform you that your grievance filed on _____ at Step _____ was
Date disposed of as follows:

Date of Hearing, if held: _____

Participants in Hearing: _____

Principal/Superintendent Signature

Copies are to be mailed to each participant.

**NEWBURY LOCAL SCHOOL DISTRICT
TUITION REIMBURSEMENT FORM**

Date _____

Tuition Reimbursement Committee
Attention: Debbie Rutz
Newbury Local Schools
14775 Auburn Road
Newbury, Ohio 44065

Dear Committee Members:

I am requesting tuition reimbursement according to the terms and conditions of the Negotiated Agreement.

| College/University | Course(s) | Credit Hours | Amount |
|--------------------|-----------|--------------|--------|
|--------------------|-----------|--------------|--------|

I understand that to be eligible for reimbursement that I must have the graduate course(s) approved by the Newbury Local Professional Development Committee. In addition, I understand that I must have original transcripts sent from the college and/or university directly to the Board of Education's administrative offices postmarked no later than June 30th of the current school year. I will also be providing the Board of Education with a confirmation of payment to the college and/or university prior to June 30th of the current school year.

Sincerely,

**NEWBURY LOCAL SCHOOL DISTRICT
FRINGE BENEFITS**

HEALTH PLAN:

- Cigna -- \$1,500 deductible/family plan paid by employee after employer pays \$1,500
- \$750 bridge/employee plan paid by employee after employer pays \$750
- No copays on healthcare
- No copays on prescriptions
- No co-insurance
- No cost for wellness program
- Pays 100% after both deductibles are met

Employer Maximum Deductible Totals (Paid First):

Employee: \$ 750.00
Family: \$1,500.00

Employee Maximum Deductible Totals:

Employee: \$ 750.00
Family: \$1,500.00

effective September 1, 2013 through August 31, 2014

| DENTAL PROGRAM | Newbury Local Schools |
|---|---|
| Dependent Age Limit | To age 19, 25 if student, removal at birthday |
| Annual Maximum | \$2,000 |
| Deductible | \$25 Single/\$50 Family |
| Preventive Services (not subject to deductible) | 100%, no deductible |
| Essential Services | 80%, after deductible |
| Complex Services | 80%, after deductible |
| Orthodontic Treatment — includes adults | 60%, no deductible |
| Lifetime Maximum for Ortho | \$2,000 |

Pre-Observation Planning and Lesson Reflection Resource Questions

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

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

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

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

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

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

Post Conference Planning

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

Four Key Elements of the Instructional Post-Conference

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

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

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 | FOCUS FOR LEARNING (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 | | | | |
| | ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference | <p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p> | <p>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.</p> <p>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.</p> | <p>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.</p> <p>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.</p> | <p>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.</p> <p>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.</p> |
| | Evidence | | | | |

| INSTRUCTIONAL PLANNING | | | | | |
|------------------------|---|---|--|---|--|
| | | Ineffective | Developing | Skilled | Accomplished |
| INSTRUCTIONAL PLANNING | <p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (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 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 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> <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> |
| | Evidence | | | | |

| INSTRUCTIONAL PLANNING | | | | | |
|------------------------|---|--|--|--|--|
| INSTRUCTIONAL PLANNING | <p>KNOWLEDGE OF STUDENTS (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'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 demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</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 demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</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 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> <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> |
| | Evidence | | | | |

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

| Instruction and Assessment | | Ineffective | Developing | Skilled | Accomplished |
|----------------------------|--|---|--|--|--|
| INSTRUCTION AND ASSESSMENT | <p>CLASSROOM ENVIRONMENT (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>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</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 |
|-----------------|--|---|--|--|--|
| PROFESSIONALISM | <p>PROFESSIONAL RESPONSIBILITIES (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> |
| | Evidence | | | | |

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

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

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

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

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

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

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

Focusing on One or Two Areas

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

Make Time to Follow Up

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

Teacher Driven Observations

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

Types of Data

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

Informal Observation: General Form

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

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

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

EVALUATOR OBSERVATIONS

| | |
|--|---|
| <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

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature ____ Date ____
 Evaluator Signature ____ Date ____

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

Improvement Plan (continued)**Section 3: Specific Plan of Action**

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

| Actions to be Taken | Sources of Evidence that Will Be Examined |
|---------------------|---|
| | |

Section 4: Assistance and Professional Development

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

| |
|--|
| |
|--|

Date for this Improvement Plan to Be Evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

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October 30, 2013

VIA ELECTRONIC AND REGULAR U.S. MAIL

Dr. Anne Bourjaily-Thomas
Labor Relations Consultant
Ohio Education Association
56004 Heisley Road
Mentor, OH 44060

Re: Side Letter Regarding Newbury Pre-Conferences for OTES
Our File No. 656-76-13

Dear Dr. Thomas:

This letter is intended to confirm the understanding of the Newbury Local School District Board of Education and the Newbury Education Association ("NEA") regarding the use of pre-conferences for purposes of teachers who are to be evaluated using OTES. It is my understanding that, while the NEA agrees that the interpretation set forth below is correct, since the parties will be negotiating a new contract in the spring of 2014, the NEA has chosen not to ask that the language be ratified. The language to which this letter refers, is set forth in Article VIII(D)(6):

6. Definition of Observation and Evaluation

- a. The Observation and Evaluation for teachers not being considered for nonrenewal may consist of pre-observation meetings; if requested by the teacher. The evaluator shall attempt to schedule an informal pre-conference. Evaluations shall consist of two (2) observations which will be followed by post-observation meetings. The teacher shall receive a copy of the written form for each observation prior to the post conference. The goal is to hold a conference within five (5) working days of the observation. One (1) summative evaluation meeting shall be held. Teachers will receive reasonable prior notice of the date of observation.

Dr. Anne Bourjaily-Thomas

October 30, 2013

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The parties have agreed that pre-conference meetings are not required for teachers who are not being considered for non-renewal, even if requested by the teacher. As a result, the NEA and Board agree that the paragraph is intended to read as follows:

6. Definition of Observation and Evaluation

- a. The Observation and Evaluation for teachers not being considered for nonrenewal may consist of pre-observation meetings. If the teacher requests a pre-conference, the evaluator will decide whether to hold a pre-conference meeting. If the decision is made to have a pre-conference meeting, the evaluator shall attempt to schedule an informal pre-conference. Evaluations shall consist of two (2) observations which will be followed by post-observation meetings. The teacher shall receive a copy of the written form for each observation prior to the post conference. The goal is to hold a conference within five (5) working days of the observation. One (1) summative evaluation meeting shall be held. Teachers will receive reasonable prior notice of the date of observation.

I have signed this letter indicating my agreement with its contents. Please sign below and return to me.

Very truly yours,



Kevin J. Locke

KJL/dlm

cc: Mr. Richard A. Wagner, Superintendent

I agree that this side letter correctly reflects the intent of the NEA and the Board

Anne Bourjaily-Thomas

Date