



13-MED-04-0586
1391-01
K30824
04/09/2014

MASTER AGREEMENT

between the

**BOARD OF EDUCATION OF THE COLUMBIA
LOCAL SCHOOL DISTRICT**

and the

COLUMBIA LOCAL EDUCATION ASSOCIATION

August 1, 2013 to July 31, 2016

Table of Contents

	PAGE
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	3
ARTICLE 3 - NEGOTIATIONS PROCEDURES.....	3
ARTICLE 4 - GRIEVANCE PROCEDURE.....	5
ARTICLE 5 - LEAVES OF ABSENCE.....	8
Sabbatical Leave.....	8
FMLA Leave.....	9
Parental Leave.....	9
Special Leave.....	9
Jury Duty Leave.....	10
Sick Leave Credit Earned.....	10
Personal Leave.....	12
Assault Leave.....	12
Association Leave.....	13
Court Leave.....	13
ARTICLE 6 - TEACHER CONTRACT SPECIFICATIONS.....	14
ARTICLE 7 - MASTER FILE.....	15
ARTICLE 8 - STAFF ASSIGNMENTS.....	16
ARTICLE 9 - NON RENEWALS.....	16
ARTICLE 10 - TEACHER EVALUATION.....	17
ARTICLE 11 - SALARIES AND FRINGE BENEFITS.....	22
ARTICLE 12 - TEACHING CONDITIONS.....	26
ARTICLE 13 - CLASS SIZE.....	27
ARTICLE 14 - PAYDAYS.....	28
ARTICLE 15 - TRANSFER OF ASSIGNMENT.....	29
ARTICLE 16 - DISCIPLINE OF PROFESSIONAL STAFF.....	29
ARTICLE 17 - EXTRA COMPENSATION FOR COVERING CLASSES OR TEACHING EXTRA CLASSES IN EMERGENCY ABSENCE OF TEACHER.....	30
ARTICLE 18 - RIGHTS OF THE CLEA.....	30
ARTICLE 19 - LENGTH OF SCHOOL DAY AND YEAR.....	31
ARTICLE 20 - REDUCTION IN FORCE.....	31
ARTICLE 21 - CLASSROOM FREEDOM.....	33
ARTICLE 22 - DISTRICT IN-SERVICE.....	34
ARTICLE 23 - INDIVIDUAL RIGHTS.....	34

ARTICLE 24 – PROCEDURE FOR HANDLING PARENTAL COMPLAINTS.....	34
ARTICLE 25 - ENTIRE AGREEMENT CLAUSE.....	35
ARTICLE 26 - TUITION WAIVER.....	35
ARTICLE 27 - WAIVER OF NEGOTIATIONS.....	35
ARTICLE 28 - NO STRIKE CLAUSE.....	36
ARTICLE 29 - SEVERABILITY.....	36
ARTICLE 30 - TUITION REIMBURSEMENT.....	36
ARTICLE 31 - MANAGEMENT/STAFF COMMITTEE.....	37
ARTICLE 32 - RESIDENT EDUCATOR PROGRAM.....	38
ARTICLE 33 - LPDC.....	40
ARTICLE 34 - INCENTIVE FOR ATTENDANCE.....	41
ARTICLE 35 - SUPPLEMENTAL CONTRACTS.....	41
ARTICLE 36 - DURATION.....	41

EXHIBITS

A	PERSONAL LEAVE REQUEST FORM.....	42
B	CONTRACT.....	43
C	SALARY NOTICE.....	44
D	TEACHER EVALUATION - NON-OTES.....	45
E	TEACHER EVALUATION – OTES.....	53
F	TEACHER SALARY SCHEDULES 2013, 2014, 2015.....	77
G	DENTAL COVERAGE.....	80
H	CO-CURRICULAR SALARY SCHEDULES 2013, 2014, 2015.....	82
I	PARENTAL COMPLAINT FORM.....	84
J	PROFESSIONAL DEVELOPMENT FUND APPLICATION.....	85
K	GRIEVANCE FORMS.....	86
L	SUPPLEMENTAL POSITION PROPOSAL.....	93

ARTICLE 1 - RECOGNITION

- 1.01 The Board of Education of the Columbia Local School District (hereinafter referred to as the “Board”) hereby recognizes the Columbia Local Education Association, which is affiliated with OEA/NEA (hereinafter referred to as the “CLEA”) as the sole and exclusive bargaining agent for members of the bargaining unit (hereinafter “teacher” or “teachers”) which shall consist of regularly employed, full time and part time certificated personnel, and those certificated personnel who are employed by the Board to fill a vacancy in the same teaching position for sixty (60) or more consecutive, contractual days in a given school year. “Regular, part time certificated teachers or tutors” are those who are contracted to work on a regularly scheduled basis a minimum of twenty (20) hours per week for the duration of the school year. This unit excludes Superintendents, Principals, Athletic Directors, Curriculum Directors, Technology Coordinator, Psychologists, Substitutes, Aides, individuals employed only under extracurricular contracts, and confidential, management level and supervisory employees. Confidential, management level and supervisory employees include all personnel who meet the requirements of O.R.C. 4417.01 (J) or who are employed under contracts governed by O.R.C. 3319.01, 3319.011 and 3319.02 and assigned to positions for which certificates are required pursuant to divisions (E), (F), (G), (H), (J), (L), and (M) of O.R.C. 3319.22.
- 1.02 Nothing contained herein shall abridge the right of the individual teachers to present their views and recommendations to the Administration and the Board. This provision does not permit individual teachers to negotiate.

A “day” for the purposes of this Agreement shall mean school day during the school year, excluding holidays and weekends; and workdays during the summer vacation period, excluding holidays and weekends.

1.03 Right to Fair Share Fee

Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Columbia Local Education Association a fair share fee for the Association’s representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association’s work in the realm of collective bargaining.

Notification of the Amount of Fair Share Fee

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

Schedule of Fair Share Fee Deductions

A. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin at the first payroll period in January after January 15, except that no fair share fee deductions shall be made for bargaining unit members employed after January 15 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

B. Upon Termination of Membership During the Membership Year

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

Transmittal of Deductions

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

Procedure for Rebate

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

Entitlement to Rebate

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

Indemnification of Employer

The Association on behalf of itself and the OEA and NEA Agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the employer. However, this provision shall not prevent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the

Board's reasonable instruction and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interest.

- C. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs Amicus Curiae in the action;
- D. 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 2 - MANAGEMENT RIGHTS

- 2.01 The Board reserves unto itself its exclusive powers, rights and responsibilities as granted by Ohio Revised Code Sections 4117.08(C)(1) through (C)(9), except as expressly limited by the terms of this Agreement.

ARTICLE 3 - NEGOTIATIONS PROCEDURES

3.01 Initiating Negotiations

If either of the parties desires to negotiate any mandatory subject of bargaining as defined in O.R.C. 4117.08, it shall initiate negotiations by notifying the other party in writing not later than sixty (60) days prior to the expiration of the Agreement. Notification in writing from the CLEA shall be served on the Superintendent and notification from the Board shall be addressed to the President of the CLEA.

- 3.02 Within ten (10) working days after the receipt of such notice, unless otherwise agreed by the parties, an initial meeting shall be held for the purpose of permitting both parties to submit to the other in writing all of its proposals for negotiations. Each party's proposals shall consist of no more than forty (40) items. Thereafter, neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties.

- 3.03 Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation, the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto.

3.04 Meetings

The initial meeting and all future meetings shall not adjourn until a time, place and date have been established for the next negotiation session. Meetings will be scheduled at reasonable intervals,

places and times, and to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. However, there will be an attempt to schedule at least one (1) negotiation session every seven (7) days after the initial meeting. Exceptions to the aforementioned may be made by mutual consent in the event of extreme illness, hazardous weather, etc. All negotiating sessions shall be in executive session unless it is mutually agreed to suspend this requirement.

3.05 During the course of a negotiating meeting, either party may recess for caucuses. A caucus shall be for a period of no more than thirty (30) minutes unless otherwise mutually agreed.

3.06 Representatives of the Board and the CLEA shall participate in negotiations freely without fear of penalty, sanctions, reprisal or recrimination, nor threat nor implication thereof.

3.07 Negotiating Teams

Each party shall be represented at the negotiating table by a team of four persons selected by that party, which four persons may include a professional negotiator or consultant. Each party shall designate its team at the initial session, and only those so designated shall attend or participate in the negotiation sessions, except that either party also may include a professional consultant or legal counsel as part of its team at a particular negotiating session. In addition, each party may have up to two (2) observers present at each session.

3.08 Agreement

A. While no formal agreement shall be executed without ratification by the CLEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. As tentative agreement is reached on items which are subjects of negotiation, the agreed items shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final agreement between the representatives until all items have been so initialed and ratified by both parties.

3.09 When tentative agreement has been reached on all issues, the agreement shall be reduced to writing and submitted to the members of the CLEA for ratification within ten (10) days after the initial agreement with all members of the CLEA negotiating team urging and recommending approval. Upon ratification by the CLEA, the items of the agreement shall be submitted to the Board of Education for adoption by resolution at its next regular or special Board meeting, and all members of the Board's negotiating team shall urge and recommend approval. This meeting shall take place within ten (10) days after ratification of the contract by CLEA. The adopted agreement shall be signed by the presidents of the respective parties and shall become binding on both parties.

3.10 Disagreement

If the parties are unable to reach agreement within the sixty (60) day period, or such greater length of time as the parties may mutually agree, either party may declare the unresolved issues to be at impasse.

3.11 If unresolved issues are declared to be at impasse, or agreement has not been reached as of fifty-one (51) days before the expiration of this Agreement, both parties shall notify and utilize the services of the Federal Mediation and Conciliation Service. Once begun, Mediation shall continue until tentative agreement is reached on all unresolved items.

3.12 The Board and the CLEA shall pay equally the expenses of the Federal Mediation and Conciliation Service if any fee is charged. Both parties shall pay for their own consultants and advisors.

3.13 Effect of the Negotiations Procedural Agreement

The negotiations procedural agreement set forth in this Article, including the dispute resolution provisions, is the result of the parties' negotiations and is their complete agreement as to the conduct of negotiations and sets forth the exclusive means for resolution of any dispute concerning negotiations. Pursuant to Section 4117.14 of the Revised Code, the parties intend that this procedure shall supersede the procedures in said section.

3.14 Printing of the Agreement

The printing of the Agreement shall take place within thirty (30) days of ratification by the Board. We shall print one (1) document for each certificated staff member and sufficient copies for additional new members. The cost of copying will be paid by the Board.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 Purpose

The purpose of this grievance procedure is to secure equitable solutions to grievances as defined herein. All parties agree that all proceedings shall be kept confidential, subject to the parties' right to consult legal counsel.

4.02 Definitions

- A. A "grievance" is a claim by a member of the bargaining unit, that there has been a violation, misapplication, or misinterpretation of one or more of the provisions of this Agreement.
- B. The "grievant" shall mean a teacher who is a member of the bargaining unit or group of teachers who are members of the bargaining unit. The Association may file a grievance on behalf of a clearly identified group of bargaining unit members who are similarly affected by the alleged contract violation, misapplication or misinterpretation, and where at least one (1) member of the group signs and supports the grievance.

4.03 Procedural Steps

Informal Procedure - If a grievant believes that there is a basis for a grievance, it shall first be discussed with the Principal or other immediate supervisor in an effort to resolve the matter informally.

Formal Procedure - Step 1. If a grievance is not resolved under the informal procedure, the grievance shall be reduced to writing on Grievance Form I. The written grievance must state the specific contract provisions which are alleged to be violated or misapplied. It must further state the factual basis for the grievance and the:

- A. Name of grievant
- B. Date filed
- C. Date(s) alleged grievance occurred
- D. The remedy sought
- E. Signature of Grievant

The written grievance shall be filed with the Principal or other immediate supervisor not later than twenty eight (28) days after the date on which the alleged grievance occurred. If the written grievance fails to comply with any of the foregoing content requirements or the time limit, the grievance shall be considered waived and barred. An issue of compliance with the content or timeliness requirements may be submitted to arbitration.

At all levels of the formal proceedings, the grievant shall prepare official Grievance Report Forms in triplicate - one (1) for the grievant; one (1) for the Administration; one (1) for the Association Representative.

Within five (5) days of receipt of the written grievance, the Principal or immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The Principal or other immediate supervisor shall indicate in writing to the grievant on Grievance Reply Form I his/her disposition of the grievance and the reasons for said disposition within five (5) days of the Step 1 meeting. Copies of the disposition shall be forwarded to the grievant, the CLEA President and the Superintendent.

Step 2. If the grievant is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within the above-stated time limitation, the grievant shall notify the Superintendent in writing that the grievance is being appealed to Step 2. Such written notice must be filed on Grievance Form II with the Superintendent within five (5) days from the date of the written disposition or five (5) days from the date such disposition should have been given in Step 1.

Within five (5) days of his/her receipt of such written notice, the Superintendent shall meet with the grievant in an effort to resolve the grievance. The Superintendent shall indicate in writing to the grievant on Grievance Reply Form II (attached) his/her disposition of the grievance and the reasons for said disposition within five (5) days of the Step 2 meeting. Copies of the disposition shall be forwarded to the grievant and the CLEA President.

Step 3. If the grievant is not satisfied with the disposition of the grievance in Step 2, or if no disposition has been made within the above-stated time limitations, the grievant shall notify the Board that the grievance is being appealed to Step 3. Such written notice must be filed with the Treasurer of the Board within five (5) days from the date the written disposition was given or should have been given in Step 2. Not later than the date of the Board's next regularly scheduled meeting the Board shall meet with the grievant and the Superintendent to review the grievance. The Board will indicate its disposition of the grievance in writing to the grievant within five (5)

days of the Step 3 meeting. Copies shall be distributed to the CLEA President, the Superintendent and the grievant's immediate supervisor.

Step 4. If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no written disposition is received by the grievant within the above-stated time limitation, the grievant shall notify the Board, through the Superintendent, that the grievance is being appealed to Step 4. Said notice of appeal must be filed within five (5) days from the date the written disposition at Step 3 was given or should have been given. After submitting the notice of appeal to Step 4, the grievant, or his/her designee, shall prepare and submit a request for arbitration to the American Arbitration Association. The request shall contain a statement of the grievance and request a list of seven (7) arbitrators. The arbitrator will be chosen in accordance with the voluntary rules of the American Arbitration Association. After receipt of the list, the arbitrator will be selected by the alternate strike method. Either party may request a second list of seven (7) arbitrators from the American Arbitration Association.

The arbitration proceedings shall be governed by the rules and regulations of the American Arbitration Association.

Within thirty (30) days after the hearing is closed, the arbitrator shall render a written decision which shall set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The decision of the arbitrator shall be binding on all parties, provided however, the arbitrator shall have no power to alter, add to or detract from the provision of this Agreement or school board policy.

All costs for the arbitration hearing shall be borne by the loser except for the cost of a court reporter and transcript which shall be borne by the party(ies) requesting them.

4.04 Time Limitations

- A. The time limitations set forth in Steps 1 through 4 of the grievance procedure are considered to be the maximum. The time limitations may be extended, however, by written mutual agreement of a representative of the Board and of the grievant. Where the last day of a time limitation is not a working day, the time limitation shall automatically extend to the next working day.
- B. If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition in the prior step. An issue of compliance with the time limits for appeal at any step may be submitted to arbitration.
- C. Failure at any step of the grievance procedure to communicate the disposition of a grievance within the specified time limits shall permit the grievance to proceed to the next step.
- D. In the event a grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year or as soon thereafter as possible.

- E. Any meetings held pursuant to the grievance procedure, including the arbitration hearing, shall be held after normal school hours.

4.05 Rights of Parties

- A. The grievant shall be present at all stages of the grievance procedure and may be accompanied or represented by a CLEA representative at any step of the Formal Procedure.
- B. The fact that an employee files a grievance shall not be recorded in his/her master file but will be kept by administrators in a separate file for grievance purposes.
- C. Nothing contained in this procedure shall be construed as limiting the individual right of a certified teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- D. The Board and/or Administrator shall provide to the grievant at the arbitration hearing any information essential to his or her grievance, excluding information required by law to be kept confidential. This provision does not require the Board to prepare any information that is not already an existing document.
- E. If a grievance affects a group of teachers in more than one (1) building, the written grievance shall be filed at Step 2.

In addition, if a grievant believes initial submission of the grievance at Step 1 will serve no purpose, the written grievance may be filed at Step 2 if requested by the grievant and the Superintendent gives his/her written consent within ten (10) days of the date on which the alleged grievance occurred.

These types of grievances must be initially filed in writing within the time limitations for the filing of a written grievance set forth in Step 1, and the Informal Procedure must be complied with by discussion between the teacher or member(s) of the group of teachers and the Superintendent.

- F. No person shall have a right to file a grievance over the adequacy of reasons which are or are not given for non-renewal of a contract.
- G. The Association has the exclusive right to file grievances, to be present for the adjustment of any and all grievances, and to decide whether to proceed to the arbitration step of the grievance procedure.

ARTICLE 5 - LEAVES OF ABSENCE

5.01 Sabbatical Leave

Certificated personnel may be granted a leave of absence for professional advancement after completing seven (7) consecutive years as an employee in the Columbia Local School District. Such leave shall be for one (1) year only and will be without compensation; however, increment

credit will be granted. At the expiration of the leave the teacher shall be assigned a position in the Columbia Local School District for which he or she is qualified and which is comparable to the position held immediately prior to the sabbatical leave.

A teacher is eligible for sabbatical leave a maximum of twice during his/her employment with the Columbia Schools. A person on sabbatical leave may purchase the health insurance through the Columbia Board of Education with the person on leave paying the full premium.

Procedures

- A. Request for sabbatical leave shall be submitted, in writing, to the local Superintendent by June 1 of the year preceding the requested sabbatical leave.
- B. The Superintendent or designee shall send a letter postmarked by March 1 to the teacher on sabbatical leave. This letter shall be sent by registered mail to the teacher's last known address on file. The letter shall indicate that notification must be given to the Superintendent by April 1 of his/her intent to return to work the following school year. If the teacher fails to submit notification of return to professional employment by the April 1 deadline, the said teacher's contract shall be terminated.

5.02 FMLA Leave

- A. The Board shall provide Family and Medical Leave in accordance with federal law. FMLA will run concurrently with other eligible leaves based on eligibility.
- B. The purposes an employee may take FMLA leave shall be in accordance with federal law.
- C. The Board shall use the FMLA form established by the U.S. Department of Labor. Employees must have forms completed by their treating physician when required in accordance with federal law. Completion of the form does not guarantee eligibility.

5.03 Parental Leave

- A. Unpaid parental leave for the remainder of the school year may be granted for a teacher who is expecting, or whose spouse is expecting, or adopting a child less than five years of age. The teacher taking leave shall have the option of taking no more than one (1) additional school year after the initial leave. The return to full time employment shall be at the beginning of a grading period, unless the teacher and the Superintendent are able to reach agreement on alternative arrangements.
- B. The teacher will notify the Board at least ten (10) days prior to the day of the intended leave. Preliminarily, a teacher shall assume the obligation of telling his/her immediate supervisor of the possibility of use of sick leave, parental leave, or resignation as soon as possible and expected duration.
- C. The Superintendent or designee shall send a letter postmarked by March 1 to the teacher on parental leave. This letter shall be sent by registered mail to the teacher's last known address on file. The letter shall indicate that notification must be given to the Superintendent by

April 1 of his/her intent to return to work the following school year. If the teacher fails to submit notification of return to professional employment by the April 1 deadline, the said teacher's contract shall be terminated.

- D. At the expiration of the leave, the employee shall be assigned a position in the District for which he/she is qualified and which is comparable to the position held prior to the parental leave.
- E. The teacher does have the choice of purchasing health and dental insurance through the Board at the teacher's expense. The teacher must remit payment for the full health and dental insurance premiums by the first day of each month.

5.04 Special Leave

A teacher may request a one (1) year leave of absence for special reasons. Such leave is granted at the discretion of the Board and no compensation shall be paid to a teacher on special leave. At the expiration of the leave the teacher shall be assigned to a position in the Columbia Local School District for which he or she is qualified and which is comparable to the position held prior to the special leave.

The teacher does have the choice of purchasing health insurance through the Board of Education at the teacher's expense.

Procedures

1. Request for special leave shall be submitted, in writing, to the local Superintendent by June 1 of the year preceding the requested special leave.
2. The Superintendent or designee shall send a letter postmarked by March 1 to the teacher on special leave. This letter shall be sent by registered mail to the teacher's last known address on file. The letter shall indicate that notification must be given to the Superintendent by April 1 of his/her intent to return to work the following school year. If the teacher fails to submit notification of return to professional employment by the April 1 deadline, the said teacher's contract shall be terminated.

5.05 Jury Duty Leave

Any teacher called to serve as a juror during the school year will receive full compensation from the Board for each school day the teacher serves as a juror provided that written proof of jury duty service as certified by the court's bailiff is presented to the Superintendent. Any compensation received by the teacher from the court for jury duty must be turned over to the Board. Time served for jury duty will not be charged to either sick leave or personal leave.

5.06 Sick Leave Credit Earned

- A. Sick leave is earned in accordance with state minimum requirements at the rate of 1-1/4 days per month of employment, or fifteen (15) days per year.

- B. Each full-time teacher shall have five (5) days of sick leave available at the beginning of each school year. If a teacher uses all or part of the five (5) days of sick leave credit and terminates employment before such sick leave has actually accrued, the teacher shall reimburse the Board for the sick leave used but not earned.

When teachers are absent from duty more than five (5) consecutive days during a school year, the employer may require that a doctor's certification be submitted with the affidavit supporting absenteeism within one day of reporting back to work. Should the absence continue after medical certification of ability to return to work, the Board has the right to terminate employment.

- C. Teachers may use sick leave for absences due to:

1. Personal Illness
2. Injury
3. Exposure to contagious diseases which could be communicated to others
4. Pregnancy
5. Illness, injury or death in the teacher's immediate family

For the purposes hereof, the term "immediate family" shall mean, in the case of death, spouse, brother, sister, children, step parents and step children, parents of the teacher, parents of the teacher's spouse, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, uncle, or anyone who has been an integral part of the family and stands in a similar position to the aforementioned persons. In the case of illness, "immediate family" shall mean spouse, children, step parents and step children, parents of the teacher, parents of the teacher's spouse, brother, sister, and grandparents, or anyone who has been an integral part of the family and stands in a similar position to the aforementioned persons.

- D. Any teacher who transfers to the employment of the Board from other Ohio public employment shall be credited with the unused balance of sick leave accumulated in that public employ, upon presentation by the teacher of certification of such days accumulated.
- E. Crediting of previously accumulated sick leave of a teacher separated from public service is allowed upon the re-employment of the individual in the public service provided that such re-employment takes place within ten (10) years of the date on which the teacher was last terminated from public service.
- F. When schools are closed due to epidemic or other public calamity, and the days do not have to be made up, such days may not be charged against the teacher's sick leave accumulation.
- G. Sick leave may be accumulated up to two hundred eighty (280) days.
- H. Sick Leave Donation – If a member is currently absent due to a catastrophic injury or serious long-term personal illness/injury or family as defined by the Family Medical Leave Act (FMLA) and has exhausted all of his/her accumulated sick leave, another member may donate up to five (5) days of his/her accumulated sick leave to the absent member. No member may receive more than an aggregate of ten (10) donated sick leave days in any one school year. Donation of sick days shall be initiated by a member on a form furnished by the

Treasurer. Donated sick leave shall be added to the accumulated sick leave of the absent member and deducted from the donating member(s). Donation of sick days must be initiated no later than the pay period within which the sick leave of the absent member is exhausted. Catastrophic injury or serious long-term personal illness is not intended to include normal maternity leave and/or absence due to the birth of a child or care unless such complications arise to deem the pregnancy/birth catastrophic or serious long-term illness/injury. Any unneeded days will be returned to the donor.

- I. Application for Sick Leave Donation – The applications for catastrophic illness/injury or family as defined by the Family Medical Leave Act (FMLA) must be submitted jointly to the Superintendent or designee and CLEA President. Applications will include, but not limited to the following information:
 1. Nature of the illness/injury.
 2. Physician’s statement as to the condition and the need for sick leave.
 3. Projected date of return to duty.
 4. Explanation of previous sick leave usage.
 5. Any other pertinent information that applicant can submit to the Superintendent or designee and CLEA President for consideration.
 6. All medical information and reports relating to sick leave donation application under these provisions shall remain confidential to the extent allowed by law.

Final and Binding Decision – Each case will be reviewed by a committee of five (5) consisting of one (1) Administrator, one (1) Board of Education member, and one (1) teacher from each school building. In order to grant the donation of sick days, there must be four (4) affirmative votes. The decision of the committee is final and not subject to grievance.

Member Donation and Attendance Incentive – A Member’s donation of sick leave does not affect the donor’s eligibility for Article 34 – Incentive for Attendance.

5.07 Personal Leave

- A. Each teacher shall be guaranteed three (3) days of paid personal leave per school year. Unused personal leave shall roll into an employee’s sick leave balance after the conclusion of the school year.
- B. Said Personal Leave days shall be non-cumulative, and may not be used on the day before or after a holiday or vacation, including summer vacation, nor during the first five (5) or last five (5) days of the school year.
- C. The Superintendent, at his/her discretion, may allow teachers the right to use Personal Leave before or after a holiday or vacation or during the first five (5) or last five (5) days of the school year because of what the Superintendent deems to be extenuating circumstances. The extenuating circumstances will be reduced to writing and including with the leave request. Leave in extenuating circumstances will not be arbitrarily denied.
- D. To use a day of personal leave, the teacher must give his/her building Principal or Superintendent as much advance notice as possible. Said notice shall be submitted in

writing on the form attached as Exhibit A and shall state the reason for using a personal leave day.

- E. The Superintendent shall have no discretion to prohibit a teacher from using his/her personal leave days, except as provided above.

5.08 Assault Leave

- A. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when such teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.
- B. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of forty (40) days.
- C. A teacher shall be granted assault leave according to the following rules:
 - 1. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.
 - 2. Upon notice to the Principal or immediate supervisor that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building Principal or immediate supervisor.
 - 3. For any assault leave absence in excess of three (3) days, the teacher shall furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave.
 - 4. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
 - 5. Teachers shall not be permitted to accrue assault leave.
 - 6. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.

7. Payment under this Article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Workers' Compensation) of the Ohio Revised Code.
8. A teacher shall be granted at least one (1) paid leave day under this Section for emotional leave where emotional stress resulted from a physical or verbal attack by a student or parent occurring during the course of Board employment on school grounds, during school hours, or at a school sponsored event at which attendance is required.

5.09 Association Leave

The Association will be granted a maximum of four (4) days paid leave per year for the OEA Representative Assembly or other OEA sponsored meeting. Such leave may be used by the CLEA president or one (1) or more other designees. The CLEA president will sign off on an approval for any designee to attend the OEA Representative Assembly or OEA sponsored meeting.

5.10 Court Leave

A teacher subpoenaed to be a witness at a Court proceeding will receive full compensation from the Board provided a copy of the subpoena is presented to the Superintendent in advance of court leave. Time served as a witness under subpoena shall not be charged to sick leave nor personal leave of said teacher.

ARTICLE 6 - TEACHER CONTRACT SPECIFICATIONS

6.01 Contracts for professional staff or salary notices, where applicable, shall include the following:

- A. Name of teacher
- B. Years of teaching experience
- C. Years military service
- D. Degree or degrees
- E. Salary category
- F. Number of pay periods
- G. School Year
- H. Type of Contract
- I. Statement - "The parties to this contract shall each abide by the items as developed in negotiated agreement."
- J. Assignment - to include building, grade level and subject area, where applicable.

A copy of the school calendar shall be attached.

Exhibits B and C - Contract and Salary Notice

6.02 School Year/School Calendar

The school calendar for the ensuing school year will be prepared by the Superintendent and presented to the Board for approval in the spring of each year. The number of days scheduled for students shall meet or exceed the requirements of Ohio law.

The calendar sets forth the days schools will be in session, holidays, vacation periods, in-service training days, teacher orientation days and days of reports to parents.

In preparing the calendar, the Superintendent will consult with other schools and districts in the geographical area. He/She will also provide opportunities for members of the staff to offer suggestions before recommending a calendar to the Board for final consideration and adoption.

In the event the state legislature passes a bill changing annual requirements for students from minimum days to minimum hours, the Board and the CLEA will meet to negotiate necessary changes to this Agreement.

ARTICLE 7 - MASTER FILE

- 7.01 The Board and the CLEA agree that a Master File shall be maintained on all certified personnel employed by the Board. The Master File shall, by definition, include the Evaluation File.
- 7.02 The Master File shall be maintained in the Central Office of the school district under the direction of the local Superintendent of Schools, except that the Evaluation File may be located at the building where the teacher is assigned during the school year.
- 7.03 All information concerning evaluation of the performance of a teacher and/or contributions of the teacher to the school system, shall be included in the Master File upon completion of the summative evaluation.
- 7.04 Any teacher may review his or her Master File during regular business hours of the Central Office so long as the request does not unreasonably interfere with Central Office business.
- 7.05 A copy of any information placed in the file shall be provided to the teacher. This provision shall exclude payroll data.
- 7.06 Any teacher shall have the right to place a written rebuttal (or rebuttals) to any item (or items) contained in his or her Master File.
- 7.07 Teachers will be notified within twenty-four (24) hours when a person not designated as one who maintains the District's master files requests review of said teacher's master file. A teacher has the right to review his or her file within the twenty-four (24) hour time period.
- 7.08 Nothing contained in this provision shall abrogate a teacher's statutory rights under O.R.C. 1347.
- 7.09 A log of persons reviewing a teacher's Master File will be maintained with the file.

ARTICLE 8 - STAFF ASSIGNMENTS

- 8.01 All vacancies shall be published by email to all staff members. The District is under no obligation to fill vacancies.
- 8.02 The notice of vacancy shall include the qualifications, general responsibilities, procedures of applying for the position and the deadline for filing the application.
- 8.03 A copy of the notice shall be sent to the CLEA president via email.
- 8.04 Teachers who desire to apply for the vacancy shall file their application, in writing, with the local Superintendent of the school district within the time limit specified in the notice.
- 8.05 Applications will be accepted from within and outside the school district. Candidates will be chosen for an interview on the basis of qualifications, such as but not limited to, certification/licensure, teaching experience, performance evaluations, expertise, and potential for leadership. Where an internal candidate has proper certification/licensure for a vacancy, the internal candidate shall be given an interview. Where candidates are equally well qualified, primary consideration shall be given to the teachers currently employed by the Board. Upon request, internal candidates not selected for a position shall be provided with an opportunity to discuss that decision with the Superintendent. Upon recommendation of the Administration, the final hiring decision shall always remain with the Board.
- 8.06 Members of the bargaining unit voluntarily assigned to a posted vacancy will not be involuntarily transferred for a period of one (1) school year except for the purpose of recalling a teacher from the Reduction in Force list.

ARTICLE 9 - NON RENEWALS

- 9.01 Teachers who are not to be reappointed shall be notified in writing by the Treasurer of the school district as confirmed by the Board on or before May 15. Such written notice to the teacher on non renewal shall not be necessary provided that the teacher, after having consulted with the Superintendent, shall give the Board before the regular April Board meeting a letter asking that he or she not be reappointed.
- 9.02 If the Superintendent has determined to recommend non renewal of a teacher's contract to the Board, reasons for the recommendation shall be given to the teacher by the Superintendent in writing at least five (5) days prior to official action of the Board.
- 9.03 If requested by the teacher, the Superintendent or his/her designee shall provide an opportunity to discuss the reason(s) for a recommendation for non renewal prior to official action of the Board of Education not to renew a limited contract. The teacher must request the meeting at least two (2) days prior to official action of the Board. At the meeting where such discussions are held, the teacher shall have the right to have the Association representative of his/her choice present. The Superintendent or his/her designee shall have the right to have a representative of his/her choice present. The meeting may not be delayed more than one (1) day due to unavailability of any person.

ARTICLE 10 - TEACHER EVALUATION

Teachers not subject to the Ohio Teacher Evaluation System shall be evaluated in accordance with the following procedures:

- 10.01 Exhibit D shall be used as the evaluation instrument.
- 10.02
 - A. The evaluation procedure timeline will be in accordance with 3319.11 and 3319.111 of the Ohio Revised Code.
 - B. During an evaluation year for a teacher, there shall be two (2) summative evaluations per year consisting of two (2) observations for each summative evaluation that will be a minimum of thirty (30) minutes each. The second evaluation of a limited contract teacher may be waived by the evaluator in the event that contract renewal is not in dispute.
 - C. The first summative evaluation shall be completed no later than the 15th day of January with the written report being provided to the teacher no later than the 25th day of January.
 - D. The second summative evaluation shall be completed between the 10th day of February and the 1st day of April with a written report being provided to the teacher no later than the 10th day of April.
 - E. Informal observations may be included in the summative evaluation. Employment issues that may impact job security shall be discussed, if possible, within fifteen (15) days of the occurrence.
 - F. A continuing contract teacher shall be formally evaluated once every three (3) years.
- 10.03 Continuing contract teachers who are under consideration for termination or whose performance has diminished will also follow the one-year cycle. The principal also reserves the right to consult the special education supervisor or school psychologist and the county office supervisor for input into a staff member's evaluation if that is relevant to the process.
- 10.04 In any year a teacher becomes eligible for a continuing contract, the teacher must notify the Administration in writing within the first fifteen (15) days of the school year that they desire to be considered for continuing contract status.
- 10.05 Midterm bargaining shall commence in response to state or federal mandates that affect this section. The parties shall attempt to resolve the matter for a period of thirty (30) days. If the parties do not reach agreement, disputes will be resolved in accordance with Section 3.12.

Teachers subject to the Ohio Teacher Evaluation System shall be evaluated in accordance with the following provisions:

- 10.06 Application
 - A. The Ohio Teacher Evaluation System (OTES) procedure set forth in this section shall only apply to Teachers working under a license issued under Sections 3319.22, 3319.26,

3319.222 or 3319.226 of the Ohio Revised Code and who spend at least fifty percent (50%) of their time providing student instruction.

10.07 Definitions

- A. **Credentialed Evaluator** – Evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education. Teachers will be evaluated by their Building Administrator or immediate supervisor.
- B. **Evaluation Rating** – The final summative evaluation level that is assigned to a teacher based on the evaluation procedure established in this Article. Fifty percent (50%) of the evaluation rating is based on teacher performance and fifty percent (50%) will be attributed to measures of student growth. Evaluation ratings assigned shall include one (1) of the following: Accomplished, Skilled, Developing, or Ineffective.
- C. **Evaluation Instruments** – The following OTES forms (Exhibit E) will be the only forms used in the formal evaluation procedure:

Attachment 1	Self-Assessment Summary Tool
Attachment 2	Professional Growth Plan
Attachment 3	Improvement Plan
Attachment 4	Planning and Lesson Reflection Form
Attachment 5	Teacher Performance Evaluation Rubric
Attachment 6	Informal Observation Walkthrough
Attachment 7	Post Observation Rating Rubric
Attachment 8	Evaluation Matrix
Attachment 9	Final Summative Rating of Teacher Effectiveness

Updated forms from the Ohio Department of Education will be automatically updated and included within the evaluation procedure.

- D. **Poorly Performing Teacher** – A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two (2) out of the last three (3) years and who takes the written examinations required pursuant to Section 3319.58 of the Ohio Revised Code and who completes an improvement plan during the subsequent school year.
- E. **Shared Attribution** – Shared attribution measures are student growth results assigned to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level which may or may not be reported in the teacher-student data linkage system.
- F. **Student Growth Measures** – A unit of academic growth projected for a student over a specified period of time which has been established according to a set of procedures defined either by the value-added data system, by the school district for approved vendor assessments, or locally developed student learning objectives (SLOs).

- G. **Student Learning Objectives** – Goals identified by a teacher or group of teachers that identify expected outcomes or growth targets for a group of students over a period of time.

10.08 Evaluation Committee

An Evaluation Committee will meet annually in May to make recommendations to the Evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised of four (4) members appointed by the Superintendent and four (4) members appointed by the Association. The committee shall be advisory only. Other than mandatory changes required by law, any recommended changes by the committee to the evaluation procedure shall be by mutual agreement of the parties and then ratified by both the Association and the Board through a Memorandum of Understanding.

10.09 Orientation

All teachers will receive an orientation regarding the evaluation process within the first ten (10) days of the school year. In the case of a new teacher, orientation will occur within the first thirty (30) days of employment.

10.10 Evaluation Procedures

A. Self-Assessment

Teachers shall complete a self-assessment form (Attachment 1) to identify strengths and areas for growth. The completed form shall be submitted to the teacher's immediate supervisor.

B. Evaluation Schedule

1. Teachers will be given one (1) summative evaluation each school year including at least two (2) thirty (30) minute formal observations and at least two (2) walkthroughs.
2. Teachers on a one (1) year contract or in the final year of a limited contract whom the employer intends to recommend for non-renewal will receive at least three (3) formal observations and at least two (2) walkthroughs.
3. Evaluations shall be completed by May 1st and the final summative evaluation will be delivered to the teacher no later than May 10th.
4. Teachers who receive a rating of "Accomplished" on their most recent evaluation and who are not on a one (1) year contract shall be evaluated every other school year.

C. Observations

1. Formal observations shall not be scheduled the first or last week of school.
2. The first observation shall occur during the first semester and the second observation shall occur during the second semester.

3. Absent extenuating circumstances, a pre-observation conference shall be held within ten (10) workdays prior to each observation during which the scope of the observation shall be discussed. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form (Attachment 4)
4. Absent extenuating circumstances, a post-observation conference shall be held within ten (10) workdays after each observation during which areas of reinforcement and refinement shall be discussed.

D. Walkthroughs

1. A walkthrough shall consist of at least five (5) consecutive minutes, but not more than fifteen (15) minutes in duration.
2. The teacher shall be provided a copy of the walkthrough form (Attachment 6) no later than three (3) work days following the walkthrough.
3. No more than five (5) walkthroughs shall occur in each evaluation cycle.

E. Performance Assessment

1. The 50 percent (50%) teacher performance measure shall be based on the Ohio Standards for the Teaching Profession.
2. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences to determine the teacher performance rating.

F. Student Growth Measures

1. Student Growth Measures shall be based on SLOs, approved vendor assessments or value-added data, whichever measure is required.
2. A student who has forty-five (45) or more unexcused absences for the school year will not be included in the determination of student academic growth.

G. Finalization of Evaluation

1. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating based upon the Evaluation Matrix. (Attachment 8)
2. No later than May 10th a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. (Attachment 9)
3. The final summative evaluation form shall be signed by the evaluator. The form shall then be signed by the teacher to verify notification to the member that the evaluation

will be placed in the personnel file. However, the member's signature should not be construed as evidence that the member agrees with the content of the evaluation report.

4. The member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the member's personnel file. This right must be exercised within thirty (30) days of receipt of the summative evaluation. A copy signed by both parties shall be retained by the member. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such rebuttal.
5. The only forms submitted through the eTPES system will be those required by the Ohio Department of Education.

10.11 Professional Growth Plans and Improvement Plans

Teachers must develop Professional Growth or Improvement Plans based on the teacher's level of student growth.

A. Professional Growth Plans

1. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator.
2. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle.

B. Professional Improvement Plans

1. Teachers whose performance rating indicate below expected levels of student growth and rated ineffective will develop a professional improvement plan with their credentialed evaluator. The Administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.
2. The professional improvement plan shall include specific performance expectations, resources, assistance to be provided and timelines for completion.
3. A follow-up observation will be held, as necessary, to assess the Teacher's progress as contained in the Improvement Plan.
4. Absent extenuating circumstances, an Improvement Plan conference will be held within five (5) workdays after the follow-up observation to discuss improvements and continuing deficiencies.

10.12 Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-2016 school year, testing for Ineffective teachers will be in accordance with Ohio Law.

10.13 Personnel Action

Student Growth Measures shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) evaluation cycles have been completed and include at least three (3) consecutive years of student growth data.

For all teachers on an improvement plan for the 2013-2014 school year, evaluations for purposes of renewal of the contract will be according to the 2012-2013 evaluation program.

ARTICLE 11 - SALARIES AND FRINGE BENEFITS

11.01 Teacher Salary Schedule (see attached Exhibits F-1, F-2, F-3)

- Year 1 (2013-2014) – 0% with no step increases
- Year 2 (2014-2015) – 0% with one step from current step
- \$600 stipend paid at the beginning of the school year to all employees not due a step increase (Steps 14, 16, 17, 18, 19, 21, 22, 24, 26, 27, 29, 31 and above)
- Year 3 (2015-2016) – 1% with one step from Year 2 Step

11.02 Salary Deduction Pick-up of Teacher STRS Contributions Effective September 1, 1989:

- A. The Board's method of payment of salary and the provision of fringe benefits to all teachers who are members of the CLEA bargaining unit and participants in the Ohio State Teachers Retirement System (STRS) are hereby modified as follows, in order to provide for a salary reduction pick-up of teacher contributions to STRS:
- B. The total annual salary and salary per pay period for each such teacher shall be the salary otherwise payable under the Agreement. Such total annual salary per pay period of each teacher shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required from time to time by STRS to be paid as a teacher contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a pick-up in lieu of the STRS teacher contribution otherwise payable by said teacher. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount of the pick-up for said teacher and shall be payable, subject to applicable payroll deductions, to said teacher. The Board shall compute and remit its employer contributions to STRS based upon a teacher's total annual salary or salary per pay period, including the aforesaid pick-up. The Board's total combined expenditures for teachers' total salaries otherwise payable under the Agreement (including pick-up amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had no employer pick-up been in effect.

- C. The pick-up shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
- D. Any pick-up by the Board of a teacher's contributions to STRS shall be mandatory for all teachers who are members of the CLEA bargaining unit and STRS. No such member shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the Board to STRS.
- E. The Board shall fulfill its income tax reporting and withholding responsibilities for each teacher in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Board's understanding that federal and Ohio income tax laws and regulations presently require it to report as a teacher's gross income his/her total annual salary less the amount of the pick-up while applicable municipal income tax laws require it to report as a teacher's gross income his/her total annual salary including the amount of the pick-up.
- F. The pick-up shall apply to all compensation earned after September 1, 1989.

11.03 Costs for medical insurance premiums associated with the PPO network (as set forth below) shall be as follows:

	<u>Employee</u>	<u>Board</u>
Year 1 (2013-2014)	10%	90%
Year 2 (2014-2015)	12%	88%
Year 3 (2015-2016)	13%	87%

The Board has the right to change carriers so long as benefits levels remain substantially similar.

The premium contributions shall be made in conjunction with a Section 125 plan.

In-Network	Out-of-Network
80% Co-Insurance	70% Co-Insurance
\$250 Single Deductible	\$500 Single Deductible
\$500 Family Deductible	\$750 Family Deductible
\$750 Out-of-Pocket Single (excluding deductible)	\$1,000 Out-of-Pocket Single (excluding deductible)
\$1,500 Out-of-Pocket Family (excluding deductible)	\$1,750 Out-of-Pocket Family (excluding deductible)

This plan has coverage for dependents to age nineteen (19), unless the dependent is a full time student at which time coverage goes until the dependent turns age twenty-five (25). The lifetime maximum for each teacher or dependent is one million dollars (\$1 million).

In addition, each teacher will have an eight hundred dollar (\$800) flexible spending account (“FSA”) to be used as per regulations in medical document. This FSA is for a 12-month period. Those not participating in the health care plan will receive an eight hundred dollar (\$800) buy-out for the same 12-month period, payable in a separate check. Should a bargaining unit member elect not to take the insurance plan through Columbia Schools and should circumstances change the bargaining unit member shall be allowed to opt back into the program. He/she shall forfeit any stipend for that school year on a pro-rata basis.

Effective August, 2006, when a teacher opts out of health insurance, the teacher shall thereafter be precluded from both health and dental insurance coverage while collecting the opt-out incentive. Teachers who opted out of health insurance prior to August, 2006, but continued dental insurance, may continue to carry dental insurance. If a teacher opts out of insurance, the teacher can re-enroll in the insurances (health and dental).

Part-time teachers employed after August 1, 2006 shall be entitled to benefits and compensation at a prorated cost based upon the time they work compared with a full-time teacher.

The dollar amounts associated with each option will be provided to employees by the first teacher work day of each school year.

- Option 1 Routine Wellness
- Option 2 Routine Wellness and Drug Plan at 15/30/45 (2x mail)
- Option 3 Routine Wellness and Drug Plan at 10/20/30 (2x mail)

Any employee that chooses one of these options shall pay the full difference between the premium cost without this option and the premium cost with the option. No selected option shall increase the cost of insurance premiums for the employer.

11.04 The Board shall provide and pay the full cost of group term life insurance for each teacher in the following amounts:

Coverage equal to the teacher’s regular salary (rounded off) but not in excess of \$50,000.
Example: If the teacher’s regular salary is \$23,650, he or she will have \$24,000 of group term coverage.

11.05 Teachers performing supplemental duties pursuant to a supplemental contract shall be paid in accordance with the salary schedule attached hereto as Exhibit H.

11.06 The Board’s Treasurer shall make payroll deductions, with written authorization from the teacher, for the following purposes:

- Professional dues
- NEA, OEA, NEOEA and CLEA dues
- Credit Union
- Savings Bonds
- Tax-Sheltered Annuities
- EPAC

United Way
City Income Tax
Columbia Schools Foundation
Health Insurance
Fair Share Fee

11.07 Severance Allowance

- A. Any regular vested teacher, having completed his/her last year of employment in the Columbia Local School District, immediately preceding age or service retirement, before entering into age or service retirement, is eligible for a severance allowance.
- B. The teacher shall be paid his/her daily, rate in effect during the final year before retirement for twenty-five percent (25%) of his/her accrued sick leave to a maximum of seventy (70) days

The final calculations shall be made during the last month of service prior to retirement and upon confirmation from the State Teachers Retirement Board.

C. Eligibility

A teacher's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

- 1. submits a resignation with a designated date;
- 2. individual retires from the school system;
- 3. individual's retirement - disability or service retirement under STRS;
- 4. prove acceptance into the retirement system by having received and cashed his/her first retirement check within one hundred twenty (120) days of the last day of employment;
- 5. prior to the receipt of the severance check, written certification that all eligibility criteria have been met.

D. Benefit Calculation

The amount of benefit due a teacher shall be calculated by:

- 1. multiplying the teacher's accrued but unused sick leave up to two hundred eighty (280) days by one-fourth (25%);
 - 2. multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule (does not include supplemental contracts);
 - 3. the amount of the benefit calculated in Steps 1) and 2) shall not exceed the value of seventy (70) days accrued but unused sick leave.
- E. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave accrued by the teacher.

- F. All severance payments will be made with half in the year of retirement and half on or before February 15 of the following year. A member may request to have some or all of his/her severance placed in a tax deferred account subject to the requirements of Federal law using a TSA provider already accepted at the time of retirement.

11.08 Insurance Committee

An insurance committee consisting of three (3) teachers, three (3) support staff, and three (3) administrators shall be created to study options available to provide the best and most cost effective options for the Board and its teachers.

ARTICLE 12 - TEACHING CONDITIONS

- 12.01 The building Principal may call a staff meeting at any time during planning periods, classroom assignments, or lunch periods to meet an “emergency” situation.

Emergency situations are defined as any circumstances which if not addressed immediately could be physically and/or emotionally harmful to a student, students, an employee or employees.

- 12.02 During a school year, a principal may call up to one hundred forty (140) minutes of meetings that extend beyond the school day. Staff meetings will commence as soon as possible after the end of the school day. Such meetings may be made mandatory by the principal. Such meetings shall be scheduled at the beginning of the school year with a calendar of such meetings provided to the teachers not later than the start of the year staff inservice. In the event of an emergency or unexpected curriculum modification a meeting may be scheduled with seventy-two (72) hours’ notice to the teachers. These meetings may not be called on a Monday, Friday, or immediately before or after a holiday. This provision does not restrict the right of a principal to call a meeting during the regular school day.
- 12.03 The one hundred eighty-fourth (184th) day of the contract year will be an in-service day at a date and time designated by the Board.
- 12.04 Announcements concerning Association activities may be made by Association representatives at the conclusion of regular staff meetings.
- 12.05 Regularly called meetings will be conducted on an agenda which shall be made available to the professional staff twenty-four (24) hours in advance of the meeting so the members of the staff can present input for the meeting.
- 12.06 To ensure that any physical plant or materials problems are known, any teacher who perceives deficiencies in physical plant or materials in his/her classroom shall submit a work order to the building principal of such deficiencies. Responses to work orders shall be provided within seventy-two (72) hours.
- 12.07 There will be provided in each building a room designated as the teachers, lounge/work area.

12.08 From the beginning of the school year until March 14th, and from May 16th until the end of the school year, no more than one (1) planning period per week will be used for IEP/IAT meetings. During the period from March 15th through May 15th of each school year, an effort will be made to limit IEP/IAT meetings during planning periods to one (1) per week, unless the schedule of the parent requires otherwise. When such meetings are scheduled outside the school day, the teacher shall be compensated at the tutor rate.

ARTICLE 13 - CLASS SIZE

13.01 The Board will maintain staffing for classroom teachers in accordance with the state minimum standards.

Not counted in the aforementioned:

Administration
Special Education Teachers
Vocational Education
Teachers Gifted/Talented
Teachers Federal Teachers
ESP Teachers counted in the five per 1000 ratio for that category.

13.02 The Columbia Local Schools will try to keep the number of secondary 7-12 preparations per semester as low as possible. Each building Administrator will be cognizant of this factor when building the master schedules.

13.03 The Board and Association agree that class size is a factor in the quality of educational services. The Board and the Association therefore agree that:

1. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the District, including facility limitations, financial considerations, transportation requirements, and educational or curricular consideration.
2. In establishing class size, the Board shall adhere to the Ohio Department of Education Minimum Standards. It is the intent of the Board to make every effort to balance class size within a building.
3. Except in unusual situations, the number of pupils in a class shall be kept within the capacity of the available classroom.
4. Teachers are encouraged to report special problems, considerations, situations, or ideas to the administration as early as possible. Consideration of such reports shall be given priority by the administration.

ARTICLE 14 - PAYDAYS

- 14.01 When payday falls on a holiday, teachers will receive their checks during the preceding normal working day.
- 14.02 Teachers shall be paid in twenty-four (24) equal installments on the 15th and the last day of each month
- 14.03 All teachers shall be required to complete the forms requested by the Treasurer, Superintendent, or County Office, prior to receiving their initial check at the beginning of each school year.
- 14.04 If, for any reason a teacher is overpaid, the Board shall make the additional deductions from the teacher's next pay after the error has been called to the attention of the teacher, unless the error exceeds fifty dollars (\$50) at which time the error will be deducted equally over the remaining pay periods in that school year.
- 14.05 Direct Deposit

All employees shall be required to receive their salary by direct deposit.

Employees may choose two (2) accounts at up to two (2) financial institutions in addition to the School Employees Credit Union (for a total of three (3) financial institutions). To deposit money into two (2) or three (3) separate institutions, one (1) or two(2) amounts must be fixed with the second (in the case of two [2]) or the third (in the case of three [3]) being the remainder of the pay.

- 14.06 Posting of sick leave balances will appear on electronic pay stubs. Sick leave will always have a lag of two (2) weeks.
- 14.07 Supplemental pays shall be paid as follows:

Year-Long Supplementals: Equal payments spread throughout the school year.

All other supplementals will be paid in a separate check in the following months: November, February, April, and June. Pay dates will be determined by the Treasurer and will be included on the yearly pay calendar that is distributed to all employees.

The following documents must be submitted to the Treasurer's Office in order to receive payment:

1. Signed contract – Return one (1) signed copy to the Treasurer's Office.
2. Current pupil activity certification – If required as stated on your contract.
3. Signed pay release – See Athletic Director or Principal's Secretary.

ARTICLE 15 - TRANSFER OF ASSIGNMENT

- 15.01 Any change of teacher assignment from that specified on the teacher's contract or salary notice, whichever applies, will not be effective until after discussion by the Superintendent with the involved staff member and reasons are given in writing. The affected teacher shall be given an opportunity to discuss available open positions for which the teacher may qualify.
- 15.02 Any teacher may file a request for transfer with the Superintendent by submitting written reasons for the request and scheduling an appointment with the Superintendent. The Superintendent shall discuss the request with the teacher.
- 15.03 If due to a change in enrollment the Superintendent determines that one (1) or more of a group of teachers must be transferred outside the building, the Superintendent shall first seek volunteers from that group before making involuntary transfers.
- 15.04 No transfer may be made for arbitrary and capricious reasons.
- 15.05 Posting of these vacancies shall occur in accordance with Article 8 of this Agreement.

ARTICLE 16 - DISCIPLINE OF PROFESSIONAL STAFF

- 16.01 No employee shall be disciplined without just cause.
- 16.02 A written notice that a meeting could result in disciplinary action shall be provided to the teacher prior to any disciplinary meeting.
- 16.03 If it is determined to take disciplinary action after a disciplinary meeting, a disposition notice will be provided to the member and shall include a statement of the administrator's conclusion and the disciplinary action taken.
- 16.04 Each teacher shall have the opportunity to be accompanied by his/her CLEA President, building representative, or designee at any disciplinary meeting.
- 16.05 A teacher who intends to exercise this right shall inform the Superintendent or building Principal in advance of his/her intention to be accompanied by his/her CLEA building representative. Should a teacher come to believe during a meeting that it will lead to discipline, the teacher may stop the meeting and request to have the building representative present.
- 16.06 It is not the intent of the parties that this provision shall apply where circumstances warrant a warning. However, a teacher may delay for no more than three (3) working days a disciplinary meeting due to unavailability of his/her building representative or any CLEA building representative or agent of record.
- 16.07 The Superintendent may suspend an employee without pay up to three (3) days for conduct that warrants such suspension. Depending on the severity of the offense/violation for which suspension is deemed necessary, a longer suspension may be imposed.
- 16.08 Terminations shall be according to the Ohio Revised Code.

**ARTICLE 17 - EXTRA COMPENSATION FOR COVERING CLASSES OR TEACHING
EXTRA CLASSES IN EMERGENCY ABSENCE OF TEACHER**

- 17.01 Every reasonable effort will be made to secure a regular substitute before a regular teacher who is not performing a daily assignment scheduled by the Principal is asked to serve as a substitute.
- 17.02 In those cases where substitutes are not available, regular teachers will be assigned to serve as substitutes on a rotating basis.
- 17.03 A teacher who loses an unassigned period of time and substituting for a short term run shall be paid at a prorated sum per minute (of the fixed hourly rate to a minimum of thirty (30) minutes per incident, hourly rate as per the average teacher per diem rate). Study hall teachers will only be paid where they are asked to supervise additional classes because a teacher with required qualifications is unavailable, such as in the absence of a shop instructor.
- 17.04 If, because a substitute teacher is not available, a classroom teacher is assigned additional pupils on a temporary basis different from those already assigned to one's class, the teacher will receive the full substitute rate at grades K-6.

ARTICLE 18 - RIGHTS OF THE CLEA

- 18.01 The CLEA shall be permitted the reasonable use of school facilities and equipment for meetings and preparation of Association materials. "Reasonable use" requires the CLEA to file a Building Usage Request with the building Principal for meetings. Such requests will be granted if the meeting will not interfere with other school activities and custodial staff can be given adequate notice. If a meeting will require the building to be kept open beyond regular hours or will require extra custodial time, the CLEA shall pay the resulting costs. School equipment and supplies shall be used at a time and manner that does not interfere with school use, and the CLEA shall reimburse the Board for the cost of using equipment and supplies, such as photocopying.
- 18.02 The CLEA may distribute Association bulletins, newsletters and other materials in the teacher's school mailboxes.
- 18.03 The CLEA may use bulletin boards in the teacher lounges or workrooms to disseminate information to members.
- 18.04 The CLEA may use telephones in any building to make local calls to carry out Association business. Such calls are not to be made at any time or in a manner that interferes with school use of the phone or interferes with any teacher's assigned duties.
- 18.05 The CLEA President or his/her designated representative may visit schools at times when it will not interfere with the duties of the President or the person(s) the President or designated representative is meeting. Visits made to discuss special problems of teachers must be arranged in advance with the building Principal. Upon arrival the President or his/her designated representative shall notify the Principal of his/her presence and who he/she is meeting. In addition, the CLEA President shall be granted one (1) day each school year for building visitation and/or curricular observation.

18.06 The Board will provide the CLEA with copies of Board records and documents which are a matter of public record at the CLEA's cost, and within forty-eight (48) hours of the written request.

ARTICLE 19 - LENGTH OF SCHOOL DAY AND YEAR

19.01 The "defined" work day shall be seven (7) hours and thirty (30) minutes for all teachers, except that a teacher may be assigned to detention study hall beyond this time on a rotating basis.

19.02 Disciplinary measures for good and just cause up to and including termination will result from chronic or severe violations of the defined school day.

19.03 All teachers shall have a consecutive thirty (30) minute duty free lunch.

19.04 The length of each school year shall not exceed one hundred eighty-four (184) days unless the teacher receives additional pay at his/her per diem rate for each day added. Calamity days which must be made up to meet Ohio minimum Standards do not exceed the one hundred eighty-four (184) day requirement nor application of this Article.

19.05 Extended time will be distributed at a rate of fifty-percent (50%) prior to the first teacher work day and fifty-percent (50%) after the last teacher work day. The building Principal, with the Superintendent's approval, may grant additional extended work days.

19.06 All school teachers shall have two hundred fifty (250) minutes of planning and conference time per week - at least thirty-five (35) minutes of which should be uninterrupted and during pupil contact time each day. Any violation of this Article will necessitate payment in accordance with Article 17. Conference and planning periods for part-time teachers shall be prorated.

During the period of any reduction in force of Educational Service Personnel through Article 20 effective during the term of this agreement, the provisions of this paragraph shall be suspended.

19.07 At the time master schedules are determined, teachers will make recommendations to the school Principal relative to intervention, conference and planning, and academic support time during the school day.

ARTICLE 20 - REDUCTION IN FORCE

20.01 Reasons for Reduction in Force

The Board may reduce the number of teaching positions by suspending contracts for reasons set forth in the accordance with O.R.C. 3319.17.

20.02 Procedure

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this

Agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

- A. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.
- B. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:
 1. Certification/Licensure within the affected teaching field.
 2. Comparable evaluations as defined in this Agreement.
 3. 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 the first to be suspended.
- C. Third, should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
 1. Certification/Licensure within the affected teaching field.
 2. Comparable evaluations as defined in this Agreement.
 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- D. Comparable Evaluations
 1. For the 2013-2014 and 2014-2015 school years, all teachers shall be considered comparable for the purposes of Reduction in Force.
 2. Effective with the 2015-2016 school year, comparable evaluations shall be defined as follows:
 - a) All Accomplished Rated Teachers will be deemed comparable to each other.
 - b) All Skilled/Developing Rated Teachers will be deemed comparable to each other.
 - c) All Ineffective Rated Teachers will be deemed comparable to each other.

20.03 RIF Notice Timelines

- A. At least thirty (30) days prior to any authorization of a reduction in force by the Board for the following school year, the Association President shall be notified in writing of the potential of a reduction in force. Such notice shall include the number of positions expected to be eliminated, the reason(s) for the reduction, and the affected teaching field(s), including grade level and/or department.

- B. Within twenty-one (21) days of the authorization of a reduction in force by the Board, all affected individuals shall be notified in writing of the action taken. Notification shall be mailed to home addresses.

20.04 Displacement Rights

Each teacher involved in a staff reduction may displace a less senior teacher holding a position for which the RIFed teacher is licensed/certified to teach. Among employees with comparable evaluations, seniority shall be the determining factor in implementing the displacement rights such employees have.

20.05 Insurance and Benefits

- A. If permitted by the carrier, a teacher who is on a Reduction in Force list may remain an active participant in insurance programs by contributing the amount of the premium necessary to maintain such fringe benefits (COBRA). Said contribution shall be made on the first day of each month.

20.06 Recall

- A. Teachers whose continuing contracts are suspended shall be placed on a recall list and shall have the right to restoration to continuing service status in the reverse order of layoff when teaching positions become available for which they are qualified.
- B. Teachers whose limited contracts are suspended pursuant to this Article shall have the right to restoration to active service status in the reverse order of layoff when a teaching position becomes available for which they are qualified for a period of twenty-four (24) months.
- C. Failure to accept recall as provided herein within ten (10) calendar days after the notice of recall shall constitute forfeiture of the rights granted herein.
- D. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon return to active employment. A teacher will not receive increment credits for time spent on layoff for purposes of placement on the salary schedule nor will such time count toward the fulfillment of time requirements for acquiring tenure.
- E. If a teacher on layoff refuses the position offered by the Board for which he/she is certified/licensed, his/her recall rights shall be terminated, unless such position is casual substitution or a position of lesser time than that vacated.

ARTICLE 21 - CLASSROOM FREEDOM

- 21.01 It is the objective of the Board to afford opportunities for the free exchange of all sides of all issues. The Board affirms the right of the teacher to classroom freedom, so long as the expression is in accordance with the course of study and curriculum as set forth in ODE content standards and in accordance with the Educational Service Center.

ARTICLE 22 - DISTRICT IN-SERVICE

- 22.01 The Board will pay the full cost of tuition and fees for courses, workshops, seminars, in-service training sessions or other educational programs which a teacher is required to take by the Administration. District in-service funds will be appropriated each semester.

ARTICLE 23 - INDIVIDUAL RIGHTS

- 23.01 The Board of Education agrees that members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.

ARTICLE 24 – PROCEDURE FOR HANDLING PARENTAL COMPLAINTS

- 24.01 Upon receipt of a parental complaint regarding curriculum, co-curricular activities, or classroom management procedures, the Administrator receiving the complaint will inform the teacher and the teacher will make personal contact with the parent within two (2) school days. It is the responsibility of the teacher to inform the building Principal of the status of the complaint. The building Principal will follow up with a contact to the person expressing the complaint to determine if the teacher contact has resolved the issue.
- 24.02 If such conferences do not lead to understanding and resolution of the problems involved, the building Principal and the teacher will meet to develop a means to deal with the complaint.
- 24.03 The Administrator, upon initially receiving a complaint, should inform the parent of the complaint procedure, which is as follows:
1. The parent should discuss the complaint first with the teacher.
 2. The teacher will be in contact with the parent within two (2) school days.
 3. The parent should contact the building administrator if the teacher does not contact him/her within two (2) school days or if the parent is not satisfied with the results of the conference.
- 24.04 No anonymous complaints may form the basis of discipline; however, such complaints may be verbally communicated to teachers.
- 24.05 Parental complaint forms will be kept by the building Principal in a separate file. (Exhibit I)
- 24.06 The aforementioned Article does not apply if there is a legal reporting obligation or if the complaint involves the possibility of the commission of a crime or sexual harassment.
- 24.07 If a Board member receives a parental complaint, the Board member shall encourage the parent to contact the appropriate Administrator or the Superintendent if the appropriate Administrator is not available.

ARTICLE 25 - ENTIRE AGREEMENT CLAUSE

25.01 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices occurring prior to the signing of the agreement between the Board and the Association and constitutes the entire Agreement between the Parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 26 - TUITION WAIVER

26.01 Certificated teachers' children who reside in another school district will be permitted to attend Columbia Local Schools tuition free.

ARTICLE 27 - WAIVER OF NEGOTIATIONS

27.01 During the term of this agreement, the Board and Association shall not be obligated to negotiate any subject or matter, whether or not specifically referred to or covered in the Agreement, except as follows:

- A. The Board and Association mutually agree to negotiate a subject or matter;
- B. The CLEA may exercise any statutory right to request bargaining as to matters not covered by the Agreement if and when the Board determines to make a unilateral change in working conditions that is within the scope of bargaining.
- C. Mid-Term Bargaining Necessitated by Elementary and Secondary Education Act
 - 1. In the event the board is required to implement a provision to be in compliance with the Elementary and Secondary Education Act ("ESEA") which affects wages, hours, other terms and conditions of employment of any bargaining unit members, including modifications of an established past practice or to an existing provision in the current agreement, the Board shall give written notice of such requirement to the CLEA. Within fourteen (14) calendar days of receiving such notice, the CLEA may submit a written demand to bargain the effects of the proposed required implementation on wages, hours, or other terms and conditions of employment of any bargaining unit members. If a demand for bargaining is made, the parties shall engage in good-faith bargaining for a period of not more than thirty (30) days.
 - 2. Impasse on required provisions shall be handled in accordance with Article 3, Section 3.12. However, the CLEA shall have no right to strike and the Board shall not unilaterally implement a provision for the requirements of the ESEA.
 - 3. If no agreement is reached regarding the provisions related to the ESEA, the current related terms of this agreement shall be maintained. This provision shall not prevent negotiations required by A. and B. above.

ARTICLE 28 - NO STRIKE CLAUSE

28.01 The CLEA, its officers, employees and each teacher shall not cause, engage in, encourage or sanction any strike, work slowdown, work stoppage or refusal to engage in expected work activities for the term of the Agreement, except as provided in Article 31 (Duration).

ARTICLE 29 - SEVERABILITY

29.01 If, during the term of this Agreement, a contract provision is invalidated by any law, all other provisions of this contract shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party.

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

29.03 If, during the term of this Contract, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that change the term(s), condition(s) of employment, or working condition(s), which are subject to bargaining as provided in 4117.08, then the parties will meet to negotiate the additional term, condition of employment, or working condition within sixty (60) days by demand of either party.

ARTICLE 30 - TUITION REIMBURSEMENT

The Board will appropriate fourteen thousand five hundred dollars (\$14,500) per school year to be paid for teachers to earn college credit subject to the following conditions:

30.01 All coursework must be approved by the LPDC prior to submission to the Superintendent. Any teacher in the Columbia Local Schools may apply for tuition reimbursement. Further, the teacher shall teach for Columbia a minimum of two (2) contractual years following completion of the course or he/she must pay back to the Board the amount received within ninety (90) days after the start of the school year.

30.02 The college course must be graduate level in a college or university approved for teacher training by the Ohio Department of Education in the area of present certification or an area of certification designated by the Superintendent as a critical need area. The teacher must first demonstrate that the course fits the above description. Approval or rejection will be based upon the aforementioned and/or sufficient funds.

- 30.03 The Professional Development Fund Application (Exhibit J) must be submitted and approved prior to the beginning of the course for which the teacher is requesting reimbursement. In this manner, the Treasurer can then encumber the money, thus the money is there at the time the course is completed. The reimbursement takes place at the time the teacher submits a transcript to the Treasurer's office indicating that the course has been either passed or that the teacher has received a minimum of grade B in said course.
- 30.04 To qualify as a legitimate course for reimbursement, the course must begin during the fiscal year in which the reimbursement is being requested. The fiscal year runs from July 1 to June 30. It does not make any difference that the course might go beyond June 30, as the most important point is when the course begins. Applications for courses for the next fiscal year would then be made during the next fiscal year.
- 30.05 The teacher shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the Ohio State Department of Education for its accreditation. The teacher must complete the course with at least a (B) grade or pass if on pass/fail basis. Evidence of successful completion, which includes an official transcript, must be submitted at the conclusion of the term in which the course was taken.
- 30.06 The rate of reimbursement shall be the actual rate for the quarter hour or semester hour, or one hundred thirty dollars (\$130) per quarter hour or one hundred sixty (\$160) per semester hours for the life of this agreement. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate. (The maximum reimbursement per request will be four (4) semester hours or six (6) quarter hours.) A teacher may come back and request approval of additional courses if money is still available on a first come first serve basis.
- 30.07 The request will be recognized on a first-come, first-served basis using the following criteria:
- a. First to apply.
 - b. A person may only apply and receive reimbursement once every two (2) years. However, persons who are ineligible due to receiving reimbursement the prior year may, in an ineligible year, submit for reimbursement and will be placed on a reserve list on a first-come, first-served basis for any unencumbered funds remaining after June 1 each year.

ARTICLE 31 - MANAGEMENT/STAFF COMMITTEE

- 31.01 A committee of six (6) persons, (three (3) teachers appointed by CLEA and three (3) persons appointed by the Superintendent) shall meet and confer throughout the length of the contract to work out mutual concerns.

ARTICLE 32 - RESIDENT EDUCATOR PROGRAM

32.01 Resident Educator Program

A. Purpose

A Resident Educator Program shall be implemented for teachers new to the teaching profession working to obtain an initial five-year provisional educator license. The purpose of the program shall be to provide coaching, mentoring, and guidance utilizing formative assessment tools to beginning teachers to help improve their skills, knowledge and student achievement.

Resident Educators must participate in the Resident Educator Program.

B. Definitions

1. Resident Educator: A Resident Educator is a teacher employed under a Resident Educator license.
2. Resident Educator Mentor: A Resident Educator Mentor is a mentor trained through the Ohio Department of Education Instructional Mentoring Program to provide professional support to a Resident Educator.
3. Resident Educator Coordinator: The Resident Educator Coordinator is a member designated by the District to manage the Resident Educator Program.

C. Resident Educator Mentors

1. Qualifications

- a. A Resident Educator Mentor must have a minimum of five (5) consecutive years of teaching experience in the District.
- b. A Resident Educator Mentor must hold a five-year professional license or two-year provisional license that has been renewed two (2) or more times (permanent certificate holders are also included).
- c. A Resident Educator Mentor teacher must attend and complete state sponsored mentor training. Mentors shall be provided release time to attend said training.

2. Responsibilities

- a. The Resident Educator Mentor shall carry out the Resident Educator Program in conjunction with the resident educator rules, regulations, guidelines, and model forms as developed by ODE.
- b. The Resident Educator Mentor will be provided release time to observe Resident Educators at least three (3) times per year.

- c. The Resident Educator Mentor shall be given no less than one (1) class period every three (3) weeks to meet and consult with their assigned Resident Educator.
- d. No Resident Educator Mentor shall participate in any informal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an inductee.
- e. Serving as a Resident Educator Mentor may be incorporated into the Mentor teacher's Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts toward licensure renewal.
- f. A Resident Educator Mentor will not be assigned more than one (1) Resident Educator. A Resident Educator Mentor may volunteer to be assigned more than one (1) Resident Educator. If so, the Mentor shall receive an additional supplemental contract for each assigned Resident Educator.

3. Selection

All applicants meeting the requirements outlined above shall apply with a letter of interest.

D. Resident Educators

- 1. Resident Educators will be assigned to a Resident Educator Mentor at the beginning of the school year.
- 2. Orientation to the Resident Educator Program shall be provided to all Resident Educators at the beginning of his/her first year of employment with the District.
- 3. Resident Educators shall be assigned a Resident Educator Mentor in the same area(s) of licensure and in the same grade level. If such assignment cannot be provided, the resident educator will be assigned a mentor who is closest to the resident educator's subject area in which he/she is licensed/certified and closest to the grade level in which the resident educator will be assigned.
- 4. Resident Educators will be provided release time to observe other teachers at least two (2) times per school year.

E. Resident Educator Coordinator

The Resident Educator Coordinator shall oversee the Resident Educator Program.

F. Confidentiality of Mentoring Process

- 1. All interactions, written or oral, between the Resident Educator Mentor and Resident Educator shall be regarded confidential.

2. The Resident Educator Mentor-Resident Educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative formal evaluation of the Resident Educator's performance.
3. No Resident educator Mentor may be compelled to release information regarding the Resident Educator teacher's progress or to make recommendations regarding their employment.

G. Protections

1. The Resident Educator Mentor shall be held harmless in the event that a Resident Educator fails or does not complete the program.
2. The Resident Educator Mentor shall be held harmless in the event the Board non-renews the Resident Educator.
3. The Resident Educator shall be held harmless in the event that the District does not comply with the Resident Educator Program.

H. Compensation

Resident Educator Mentors shall be issued a limited supplemental contract and be compensated in accordance with Appendix H.

- I. The CLEA and the Board agree that the Board may subcontract the mentoring program supplemental duties for the duration of the agreement provided no CLEA member applies for the positions.

32.02 Potential members must participate in all Mentor training program sessions as designated by the District.

Potential Mentors must be available for two (2) days prior to the first staff day for Resident Educator. If possible, no more than two (2) Resident Educators will be assigned to a Mentor.

ARTICLE 33 - LPDC

33.01 The parties agree to establish a Local Professional Development Committee. This committee shall consist of three (3) Association members, one (1) from each building, appointed by the Association President and two (2) members appointed by the Superintendent. This committee will be responsible for approving and reviewing personal development plans for course work, continuing education units, and/or equivalent activities.

The Columbia Board of Education and the CLEA shall follow the LPDC program adopted by the committee. The committee will meet as necessary. All meetings held outside of the school day shall be compensated at the rate of twenty-five dollars (\$25.00) per meeting.

ARTICLE 34 - INCENTIVE FOR ATTENDANCE

34.01 At the end of each school year, bargaining unit members using two (2) or fewer days of sick leave/personal leave shall be compensated as follows:

- 0 days absent - \$550
- 1 day absent - \$450
- 2 days absent - \$350

ARTICLE 35 - SUPPLEMENTAL CONTRACTS

35.01 Supplemental position proposals shall be submitted no later than February 5th of each year to the Superintendent on Exhibit L. Submissions shall be presented to the Supplemental Committee that shall consist of four (4) persons with the option for six (6). Two (2) representatives shall be appointed by the Board with an option for a third representative and two (2) representatives shall be appointed by the CLEA with an option for a third representative.

Meetings: There shall be no more than three (3) one-hour meetings to conclude supplemental program evaluations. The evaluation process shall be completed on or before April 30. The Committee shall consider the following:

- 1. Creation of new supplementals.
- 2. Elimination of existing supplementals.
- 3. Placement of supplementals on salary schedule.

The Superintendent will then present the evaluated program forms to the Board for review. The existence, award, and value of supplemental positions will be determined by the Board based on the needs and efficient operation of the District.

ARTICLE 36 - DURATION

This Agreement shall continue in effect until July 31, 2016.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed on this 28th day of February, 2014.

THE BOARD OF EDUCATION OF THE
COLUMBIA LOCALSCHOOL DISTRICT

THE COLUMBIA LOCAL
EDUCATION ASSOCIATION

By Brenda Fullmer
President
Columbia Local Board of Education

By Nancy Acker
President
Columbia Local Education Association

EXHIBIT A

COLUMBIA SCHOOLS
PERSONAL LEAVE REQUEST

<input type="checkbox"/> OAPSE <input type="checkbox"/> CLEA <input type="checkbox"/> ADMINISTRATIVE
--

I would like to take ____ day(s) of personal leave on _____, _____.

I am taking personal leave for the following reasons:

Employee's Signature

Employee's Name – printed

Date Submitted

Building

Building Principal
Or Supervisor
 Approved Denied

Superintendent
 Approved Denied

White – Superintendent/Teacher File Canary- Principal or Supervisor Pink – Security/Substitute Goldenrod – Teacher

EXHIBIT B

COLUMBIA LOCAL SCHOOLS
CERTIFICATED LIMITED CONTRACT

To: _____ Date: _____
Assignment(s): _____ Building(s): _____

This is to certify that you have been employed by the Board of Education of the Columbia Local School District, Lorain County, Ohio, to teach in the schools of said district for one school year (_____) at the salary of \$_____. The work schedule shall be in accordance with the adopted schoolcalendar. Said salary shall be payable in equal installments according to the payroll schedule.

This appointment is subject to the provisions of law to the assignment and instructions of the Board of Education, including the supervision of extra-curricular activities; and to the present and future rules and regulations of the Columbia Local Board of Education and the Lorain County Board of Education.

This appointment shall be null and void if the teacher does not have or does not secure an Ohio Teacher's Certificate valid for this position, previous to September 1, _____.

Annual Salary	_____	Step Category	_____
Daily Rate	_____	Training and Experience:	
Working Days	_____	Semester Hours	
		Degree	_____
		Years in Columbia	_____
		Other Districts	_____
		Military	_____
		TOTAL EXPERIENCE	_____

If you accept these terms, please sign and return one copy of this notice _____. You may keep the other copy.

COLUMBIA BOARD OF EDUCATION
Columbia Local School District
Lorain County, Ohio

By _____
President

By _____
Treasurer

Teacher

The parties to this contract shall each abide by the items as developed in negotiated agreement.

EXHIBIT C

COLUMBIA LOCAL SCHOOLS
CERTIFICATED SALARY NOTICE

To: _____ Date: _____
Assignment(s): _____ Building(s): _____

You are hereby notified that your salary for the school year _____ will be _____ dollars.
The work schedule shall be in accordance with the adopted school calendar.
Said salary will be payable in equal bi-weekly installments according to the payroll schedule.

Annual Salary	_____	Step Category	_____
Daily Rate	_____	Training and Experience:	
Working Days	_____	Semester Hours	
		Degree	_____
		Years in Columbia	_____
		Other Districts	_____
		Military	_____
		TOTAL EXPERIENCE	_____

COLUMBIA BOARD OF EDUCATION
Columbia Local School District
Lorain County, Ohio

By _____
President

By _____
Treasurer

Section 3319.12 of the Ohio Revised Code states: Each Board of Education shall cause notice to be given annually not later than July 1 of each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year.

The parties to this contract shall each abide by the items as developed in negotiated agreement.

**EXHIBIT D
EVALUATIONS**

INTRODUCTION

The Columbia Local Schools and its teachers have developed this process to assure that each child has access to a professional educator who is committed to exhibiting a quality teaching performance and who demonstrates ongoing professional development that is in line with personal and district goals for continuous improvement. This document provides the procedures and the tools needed by both the professional educator and the administrator in assessing how well each staff member is adhering to the established set of standards and to what degree they possess and demonstrate the personal and professional qualities delineated by the Columbia Board of Education for a Columbia teacher. The primary purpose of any assessment of teaching performance and personal and professional qualities is the enhancement of professional practice. All credentialed staff must be involved in a constant process of self-reflection and model the lifelong learning that they desire as the end product of their work with the students.

PROCEDURES

SEE

ARTICLE 10 - TEACHER EVALUATION

NON-OTES FORMS

Pre-Observation Tool For Scheduled Observations

The teacher will provide the following for the administrator when meeting for a pre-observation conference or in lieu of a pre-observation conference.

1. Detailed lesson plan(s) for observation period.
2. Seating chart(s).
3. Paperwork or worksheet(s) related to the observation period.
4. Lesson Overview.
5. Unusual circumstances.

Comments if necessary:

The following parties met on the date below for a pre-observation conference. This conference detailed specific items related to the classroom lesson that the teacher will perform for the administrator for evaluation purposes.

Signature: _____
Teacher

Date: _____

Signature: _____
Principal/Supervisor

Date: _____

The administrator reserves the right to hold a pre-observation meeting.

Columbia Local Schools
Teacher Evaluation to Enhance Professional Practice

FORM A

Name _____

Building _____

Evaluator _____

Assignment _____

Date _____

The following criteria will be used to rate the individual statements below:

- | | | |
|----------|----------------|--|
| <u>D</u> | Distinguished | 1. The professional exhibits the highest level of performance. |
| <u>P</u> | Proficient | 2. The professional exhibits an average level of performance. |
| <u>B</u> | Basic | 3. The professional exhibits a minimal level of performance. |
| <u>U</u> | Unsatisfactory | 4. The professional does not exhibit this performance. |
-

A preponderance of proficient and distinguished skills or attributes in the core competencies is required for continued employment in the Columbia Schools. An Administrative Assistance Plan (AAP) will be developed for any item deemed unsatisfactory.

Two observations (Form C) have been completed prior to the completion of this form and are attached.

Domain 1: PLANNING AND PREPARATION

- _____ The teacher demonstrates knowledge of content and pedagogy.
- _____ The teacher demonstrates knowledge of the students.
- _____ The teacher demonstrates the ability to set instructional goals.
- _____ The teacher demonstrates knowledge of resources.
- _____ The teacher demonstrates an ability to design coherent instruction.
- _____ The teacher demonstrates the ability to assess student learning.

Areas Needing Improvement

(Additional pages attached if necessary)

Means for Improving and Assistance in the Areas listed above

(Additional pages attached if necessary)

Domain 2: THE CLASSROOM ENVIRONMENT

- _____ The teacher creates an environment of respect and rapport.
- _____ The teacher establishes a culture for learning.
- _____ The teacher manages classroom procedures.
- _____ The teacher demonstrates an ability to manage student behavior.
- _____ The teacher is able to organize the learning space.

Areas Needing Improvement

(Additional pages attached if necessary)

Means for Improving and Assistance in the Areas listed above

(Additional pages attached if necessary)

Domain 3: INSTRUCTION

- _____ The teacher demonstrates an ability to communicate clearly and accurately with students in the classroom.
- _____ The teacher utilizes a variety of questioning techniques.
- _____ The teacher engages students in learning.
- _____ The teacher provides feedback to students.
- _____ The teacher demonstrates flexibility and responsiveness in the classroom setting.

Areas Needing Improvement

(Additional pages attached if necessary)

Means for Improving and Assistance in the Areas listed above

(Additional pages attached if necessary)

Domain 4: PROFESSIONAL RESPONSIBILITIES

- _____ The teacher engages in self-reflection.
- _____ The teacher maintains accurate records.
- _____ The teacher communicates with families.
- _____ The teacher contributes to the school and district.
- _____ The teacher demonstrates professional growth and development.
- _____ The teacher shows professionalism.

Areas Needing Improvement

(Additional pages attached if necessary)

Means for Improving and Assistance in the Areas listed above

(Additional pages attached if necessary)

Domain 5: PERSONAL AND PROFESSIONAL CHARACTERISTICS

- _____ Implements the District’s goals, philosophy, policies, and procedures.
- _____ Exhibits enthusiasm.
- _____ Exhibits personal integrity.
- _____ Exhibits initiative.
- _____ Exhibits poise and self-control.
- _____ Does what is requested in an appropriate and timely manner.
- _____ Is an effective listener.
- _____ Exhibits a neat personal appearance.
- _____ Uses appropriate techniques in dealing with the students, with fellow workers, and with the public.
- _____ Uses effective communication and problem-solving skills.
- _____ Works cooperatively with school district personnel.
- _____ Shows concern for student well-being.

EXHIBIT E – OTES FORMS

Ohio Teacher Evaluation System

ATTACHMENT 1

Self-Assessment

Self-Assessment Summary Tool

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

Name _____

Date _____

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

Professional Growth Plan

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

Self-Directed

Teacher: _____

Collaborative

Evaluator: _____

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

Evaluator Signature

Date

Teacher Signature

Date

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

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 measurable goals to improve performance. Indicate what will be measured for each goal.

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)

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

Improvement Plan

Section 4: Assistance and Professional Development - Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:	
Teacher's Signature:	Date:
Evaluator's Signature:	Date:

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

Improvement Plan: Evaluation of Plan

Teacher Name:		Grade Level/Subject:
School Year:	Building:	Date of Evaluation:

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

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

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

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

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

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

Pre-Observation Planning and Lesson Reflection Form

Teacher Name: _____

Directions to Teachers:

Complete the **left side of this form (as a guide) prior to the lesson** to be observed. Note that the questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. You may also choose to attach lesson or unit plans. Provide your evaluator with a copy of this form to be used for discussion during the pre-observation conference and for reference during the classroom observation.

Complete the **right side of this form following the lesson** that was observed. Use this form to reflect on the lesson, and take a copy to your evaluator to be used for discussion during the post-observation conference.

		Planning (Pre-Observation)	Reflection (Post-Observation)
PLAN	<u>FOCUS (Standard 4: Instruction)</u> <ul style="list-style-type: none"> • 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? 		
	<u>ASSESSMENT DATA (Standard 3: Assessment)</u> <ul style="list-style-type: none"> • What assessment data was examined to inform this lesson planning? • What does pre-assessment data indicate about student learning needs? 		
	<u>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</u> <ul style="list-style-type: none"> • 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? 		
PLAN	<u>KNOWLEDGE OF STUDENTS (Standard 1: Students)</u> <ul style="list-style-type: none"> • What should the evaluator know about the student population? (See <i>Data Measures Inventory for the Classroom</i>) • How is this a developmentally appropriate learning activity? 		

Pre-Observation Planning and Lesson Reflection Form

TEACH	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction)</p> <ul style="list-style-type: none"> • 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? 		
	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <ul style="list-style-type: none"> • 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? 		
	<p>RESOURCES (Standard 2: Content; Standard 4: Instruction)</p> <ul style="list-style-type: none"> • What resources/materials will be used in instruction? • How will technology be integrated into lesson delivery? 		
	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment)</p> <ul style="list-style-type: none"> • 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? 		
ASSESS	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <ul style="list-style-type: none"> • 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? 		

Pre-Conference Initials:

Teacher:

Evaluator:

Date & Time of Pre-Conference:

Post-Conference Initials:

Teacher:

Evaluator:

Date & Time of Post-Conference:

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	<p>FOCUS FOR LEARNING</p> <p>(Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p>	<p>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.</p>	<p>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.</p>	<p>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.</p> <p>The teacher demonstrates the importance of the goal and its appropriateness for students.</p>	<p>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.</p> <p>The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.</p>
	Evidence				

Teacher Performance Evaluation Rubric

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>ASSESSMENT DATA</p> <p>(Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p>	<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				

Teacher Performance Evaluation Rubric

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/ CONNECTIONS</p> <p>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p>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.</p> <p>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.</p> <p>The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

Teacher Performance Evaluation Rubric

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS</p> <p>(Standard 1: Students)</p> <p><i>Sources of Evidence:</i></p> <p>Analysis of Student Data</p> <p>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				

Teacher Performance Evaluation Rubric

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION PLANNING	<p>LESSON OF DELIVERY</p> <p>(Standard 2: Content; Standard 4: Instruction) Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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				

Teacher Performance Evaluation Rubric

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION PLANNING	<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference</p> <p>Formal Observation</p> <p>Classroom Walkthroughs/Informal Observations</p>	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.	<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.</p> <p>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				

Teacher Performance Evaluation Rubric

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>RESOURCES</p> <p>(Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i></p> <p>Pre-Conference Formal Observation Classroom Walkthroughs/Informal Observations</p>	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				

Teacher Performance Evaluation Rubric

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p style="text-align: center;">CLASSROOM ENVIRONMENT</p> <p>(Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i></p> <p>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 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>
	Evidence				

Teacher Performance Evaluation Rubric

INSTRUCTION AND ASSESSMENT					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p style="text-align: center;">ASSESSMENT OF STUDENT LEARNING</p> <p style="text-align: center;">(Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i></p> <p style="text-align: center;">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.</p> <p>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, 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>
	Evidence				

Teacher Performance Evaluation Rubric

PROFESSIONALISM					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES</p> <p>(Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i></p> <p>Professional Development Plan or Improvement Plan; Pre-conference; Post-conference;</p> <p>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 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 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>
	Evidence				

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

Informal Observation: Open-Ended Form

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

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

Post-Observation Conference: Rating Rubric Summary Form

Observation: 1 _____ 2 _____

The **Observation Rating Rubric** is intended to be scored holistically. This means that evaluators will assess which level provides the best overall description of the teacher. An evaluator will not rate a teacher separately on each individual statement within the rubric, but instead will assess the teacher's overall performance. This assessment should inform the planning of next steps.

Teacher Name _____ Evaluator Name _____

HOLISTIC RATING FOR:

PLAN	<input type="checkbox"/>	<i>Ineffective</i>	<input type="checkbox"/>	<i>Developing</i>	<input type="checkbox"/>	<i>Skilled</i>	<input type="checkbox"/>	<i>Accomplished</i>
TEACH	<input type="checkbox"/>	<i>Ineffective</i>	<input type="checkbox"/>	<i>Developing</i>	<input type="checkbox"/>	<i>Skilled</i>	<input type="checkbox"/>	<i>Accomplished</i>
ASSESS	<input type="checkbox"/>	<i>Ineffective</i>	<input type="checkbox"/>	<i>Developing</i>	<input type="checkbox"/>	<i>Skilled</i>	<input type="checkbox"/>	<i>Accomplished</i>
OVERALL RECOMMENDED RATING:	<input type="checkbox"/>	<i>Ineffective</i>	<input type="checkbox"/>	<i>Developing</i>	<input type="checkbox"/>	<i>Skilled</i>	<input type="checkbox"/>	<i>Accomplished</i>

Next Steps:

The teacher and evaluator will sign the Rating Rubric Summary Form to indicate that the Holistic Rating of the lesson and the Overall Recommended Rating has been shared and discussed. The "Next Steps" section may be completed by the evaluator or may be completed collaboratively at the conference. If the Overall Rating is "Ineffective" comments must be included in the "Next Steps" section of this form. These comments will provide direction and focus to the teacher for areas of improvement.

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

Post-Observation Conference: Rating Rubric Summary Form

The teacher may provide additional information to the evaluator within ten (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 observation record.

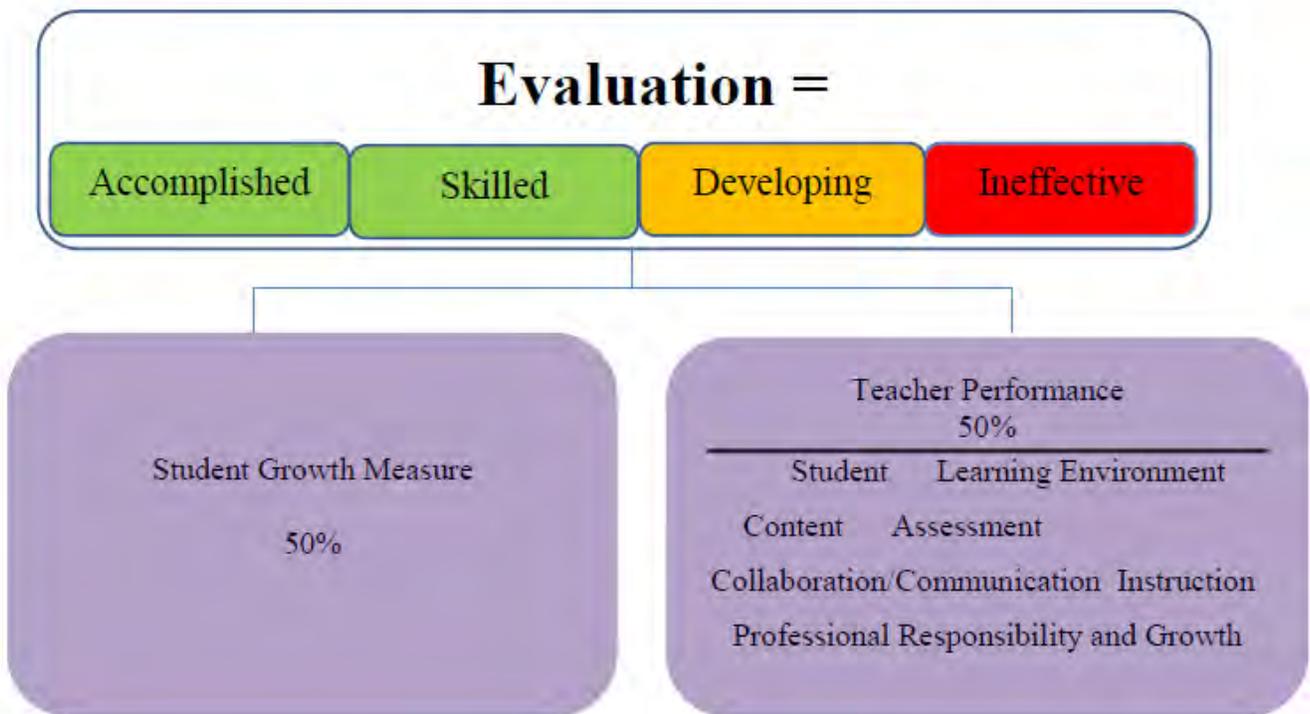
Evaluation of Professional Staff
(Teachers)

The State Board of Education recognizes the importance of evaluating teachers for the purposes of rewarding excellence, improving the quality of instruction students receive, improving student learning, strengthening professional proficiency, including identifying the correcting deficiencies, and for informing employment decisions.

Each teacher will be evaluated according to Ohio Revised Code and the Evaluation Framework (see below) which is aligned with the Standards for the Teaching Profession adopted under state law.

Each teacher will be evaluated using the multiple factors set forth in the State Board of Education’s teacher evaluation framework. The evaluation factors are weighted as follows:

Evaluation Framework



Student academic growth will be measured through multiple measures which must include value-added scores on evaluations for teachers where value-added scores are available. Local Board of Education may administer assessments chosen from the Ohio Department of Education’s assessment list for teachers of subjects where value-added scores are not available and/or local measures of student growth using state-designed criteria and guidance.

ATTACHMENT 8 (continued)

**Evaluation of Professional Staff
(Teachers)**

The teacher’s performance rating will be combined with the results of student growth measures to produce a summative evaluation rating as depicted in the matrix below.

		Teacher Performance			
		4	3	2	1
Student Growth	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle.

Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.

Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

Additionally, at the local level, the Board of Education will include in its evaluation policy, procedures for using the evaluation results for retention and promotion decisions and for removal of poorly-performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations.

The local Board of Education will also provide for the allocation of financial resources to support professional development.

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				

Areas of reinforcement/refinement:

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			

Areas of reinforcement/refinement:

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher's Signature: _____

Date: _____

Evaluator's 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 ten (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.

SALARY SCHEDULE 2013-2014

The BA-0 shall reflect an increase of 0.0%.

Years of Exp.	III		IV		V		VI		VII		VIII	
	Index	B.A.	Index	B.A.+12 hours or B.A. with 150 hours	Index	B.A. +20 hours	Index	M.A.	Index	M.A.+12 hours	Index	M.A.+20 hours
0	1	34,138	1.04	35,504	1.07	36,528	1.11	37,893	1.14	38,917	1.19	40,624
1	1.04	35,504	1.09	37,210	1.12	38,235	1.16	39,600	1.19	40,624	1.24	42,331
2	1.08	36,869	1.14	38,917	1.17	39,941	1.21	41,307	1.24	42,331	1.29	44,038
3	1.12	38,235	1.19	40,624	1.22	41,648	1.26	43,014	1.29	44,038	1.34	45,745
4	1.17	39,941	1.24	42,331	1.27	43,355	1.31	44,721	1.34	45,745	1.39	47,452
5	1.22	41,648	1.29	44,038	1.32	45,062	1.36	46,428	1.39	47,452	1.44	49,159
6	1.27	43,355	1.34	45,745	1.37	46,769	1.41	48,135	1.44	49,159	1.49	50,866
7	1.32	45,062	1.39	47,452	1.42	48,476	1.46	49,841	1.49	50,866	1.54	52,573
8	1.37	46,769	1.44	49,159	1.47	50,183	1.51	51,548	1.54	52,573	1.59	54,279
9	1.42	48,476	1.49	50,866	1.52	51,890	1.56	53,255	1.59	54,279	1.64	55,986
10	1.47	50,183	1.54	52,573	1.57	53,597	1.61	54,962	1.64	55,986	1.69	57,693
11	1.52	51,890	1.59	54,279	1.62	55,304	1.66	56,669	1.69	57,693	1.74	59,400
12	1.57	53,597	1.64	55,986	1.67	57,010	1.72	58,717	1.75	59,742	1.79	61,107
13	1.62	55,304	1.7	58,035	1.73	59,059	1.78	60,766	1.81	61,790	1.85	63,155
15	1.67	57,010	1.76	60,083	1.79	61,107	1.84	62,814	1.87	63,838	1.91	65,204
20	1.72	58,717	1.82	62,131	1.85	63,155	1.9	64,862	1.93	65,886	1.97	67,252
23							1.93	65,886	1.96	66,910	2	68,276
25							1.96	66,910	1.99	67,935	2.03	69,300
28									2.02	68,959	2.06	70,324
30											2.09	71,348

*Supplementals will also reflect this increase once the calculation is made from the BA-0 step and the supplemental index.

Plus (+) hours refer to hours earned after the date when the most recent degree was awarded.

Movement on the salary schedule shall occur two times a year (the first and thirteenth week) if a teacher is moving from BA+20 to MA or between any of the MA columns. Transcripts must be received by September 15 and January 31.

SALARY SCHEDULE 2014-2015

The BA-0 shall reflect an increase of 0.0%.

Years of Exp.	III		IV		V		VI		VII		VIII	
	Index	B.A.	Index	B.A.+12 hours or B.A. with 150 hours	Index	B.A. +20 hours	Index	M.A.	Index	M.A.+12 hours	Index	M.A.+20 hours
0	1	34,138	1.04	35,504	1.07	36,528	1.11	37,893	1.14	38,917	1.19	40,624
1	1.04	35,504	1.09	37,210	1.12	38,235	1.16	39,600	1.19	40,624	1.24	42,331
2	1.08	36,869	1.14	38,917	1.17	39,941	1.21	41,307	1.24	42,331	1.29	44,038
3	1.12	38,235	1.19	40,624	1.22	41,648	1.26	43,014	1.29	44,038	1.34	45,745
4	1.17	39,941	1.24	42,331	1.27	43,355	1.31	44,721	1.34	45,745	1.39	47,452
5	1.22	41,648	1.29	44,038	1.32	45,062	1.36	46,428	1.39	47,452	1.44	49,159
6	1.27	43,355	1.34	45,745	1.37	46,769	1.41	48,135	1.44	49,159	1.49	50,866
7	1.32	45,062	1.39	47,452	1.42	48,476	1.46	49,841	1.49	50,866	1.54	52,573
8	1.37	46,769	1.44	49,159	1.47	50,183	1.51	51,548	1.54	52,573	1.59	54,279
9	1.42	48,476	1.49	50,866	1.52	51,890	1.56	53,255	1.59	54,279	1.64	55,986
10	1.47	50,183	1.54	52,573	1.57	53,597	1.61	54,962	1.64	55,986	1.69	57,693
11	1.52	51,890	1.59	54,279	1.62	55,304	1.66	56,669	1.69	57,693	1.74	59,400
12	1.57	53,597	1.64	55,986	1.67	57,010	1.72	58,717	1.75	59,742	1.79	61,107
13	1.62	55,304	1.7	58,035	1.73	59,059	1.78	60,766	1.81	61,790	1.85	63,155
15	1.67	57,010	1.76	60,083	1.79	61,107	1.84	62,814	1.87	63,838	1.91	65,204
20	1.72	58,717	1.82	62,131	1.85	63,155	1.9	64,862	1.93	65,886	1.97	67,252
23							1.93	65,886	1.96	66,910	2	68,276
25							1.96	66,910	1.99	67,935	2.03	69,300
28									2.02	68,959	2.06	70,324
30											2.09	71,348

*Supplementals will also reflect this increase once the calculation is made from the BA-0 step and the supplemental index.

Plus (+) hours refer to hours earned after the date when the most recent degree was awarded.

Movement on the salary schedule shall occur two times a year (the first and thirteenth week) if a teacher is moving from BA+20 to MA or between any of the MA columns. Transcripts must be received by September 15 and January 31.

SALARY SCHEDULE 2015-2016

The BA-0 shall reflect an increase of 1.0%.

Years of Exp.	III		IV		V		VI		VII		VIII	
	Index	B.A.	Index	B.A.+12 hours or B.A. with 150 hours	Index	B.A. +20 hours	Index	M.A.	Index	M.A.+12 hours	Index	M.A.+20 hours
0	1	34,479	1.04	35,859	1.07	36,893	1.11	38,272	1.14	39,306	1.19	41,030
1	1.04	35,859	1.09	37,583	1.12	38,617	1.16	39,996	1.19	41,030	1.24	42,754
2	1.08	37,238	1.14	39,306	1.17	40,341	1.21	41,720	1.24	42,754	1.29	44,478
3	1.12	38,617	1.19	41,030	1.22	42,065	1.26	43,444	1.29	44,478	1.34	46,202
4	1.17	40,341	1.24	42,754	1.27	43,789	1.31	45,168	1.34	46,202	1.39	47,926
5	1.22	42,065	1.29	44,478	1.32	45,513	1.36	46,892	1.39	47,926	1.44	49,650
6	1.27	43,789	1.34	46,202	1.37	47,237	1.41	48,616	1.44	49,650	1.49	51,374
7	1.32	45,513	1.39	47,926	1.42	48,961	1.46	50,340	1.49	51,374	1.54	53,098
8	1.37	47,237	1.44	49,650	1.47	50,685	1.51	52,064	1.54	53,098	1.59	54,822
9	1.42	48,961	1.49	51,374	1.52	52,409	1.56	53,788	1.59	54,822	1.64	56,546
10	1.47	50,685	1.54	53,098	1.57	54,133	1.61	55,512	1.64	56,546	1.69	58,270
11	1.52	52,409	1.59	54,822	1.62	55,857	1.66	57,236	1.69	58,270	1.74	59,994
12	1.57	54,133	1.64	56,546	1.67	57,581	1.72	59,305	1.75	60,339	1.79	61,718
13	1.62	55,857	1.7	58,615	1.73	59,649	1.78	61,373	1.81	62,408	1.85	63,787
15	1.67	57,581	1.76	60,684	1.79	61,718	1.84	63,442	1.87	64,476	1.91	65,856
20	1.72	59,305	1.82	62,752	1.85	63,787	1.9	65,511	1.93	66,545	1.97	67,924
23							1.93	66,545	1.96	67,580	2	68,959
25							1.96	67,580	1.99	68,614	2.03	69,993
28									2.02	69,648	2.06	71,028
30											2.09	72,062

*Supplementals will also reflect this increase once the calculation is made from the BA-0 step and the supplemental index.

Plus (+) hours refer to hours earned after the date when the most recent degree was awarded.

Movement on the salary schedule shall occur two times a year (the first and thirteenth week) if a teacher is moving from BA+20 to MA or between any of the MA columns. Transcripts must be received by September 15 and January 31.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar Year
Benefit Period Deductible	\$25 Single/\$75 Family
Maximum Benefit Payable per Covered Person per Benefit Period	\$1,500
Dependent Age Limit	The end of the month of the 25 th birthday

It is important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the “HOW CLAIMS ARE PAID” section for necessary information.

Type of Service	Maximums and Limitations
Initial and Periodic Oral Evaluations	Two evaluations per Benefit Period
Bitewing X-rays	Two sets per Benefit Period
Full mouth/Panoramic X-rays	One every 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Crowns	Once every five years per tooth
Fixed Partial Dentures (Bridges)	Once every five years per unit
Periodontal Non-Surgical Services <ul style="list-style-type: none"> • Periodontal Scaling and Root Planning 	One per quadrant per rolling 24 months
Precision Attachment	One every five years
Dentures (Complete and Partial)	Once every five years Relining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

DENTAL PAYMENT SCHEDULE	
Type of Service	You Pay the Following
Routine Preventative Services <ul style="list-style-type: none"> • Initial and periodic oral evaluations • Bitewing x-rays • Diagnostic x-rays • Full mouth/panoramic x-rays • Pulp vitality test • Professional visits • Consultations/other evaluations • Prophylaxis • Space maintainers • Topical fluoride applications • Caries susceptibility test • Posterior-anterior or lateral skull and facial bone survey film • Periodontal maintenance services • Emergency palliative treatments • TMJ – other TMJ x-rays 	<p>0% of the Reasonable and Customary No Deductible is required for these services.</p>
Essential Services <ul style="list-style-type: none"> • Fillings • Endodontic services • Periodontal services • Impactions • Extractions • Repairs, relines and adjustments of prosthetics • General anesthesia • IV sedation • Minor oral surgery • Tissue conditioning • Biopsy of oral tissue – hard and soft • Diagnostic casts (study models) • Therapeutic drug administration (therapeutic drug injections) 	<p>20% of the Reasonable and Customary</p>
Complex Services <ul style="list-style-type: none"> • Inlays • Onlays • Crowns • Implant services • Fixed partial dentures (bridges) • Precision attachment • Dentures (complete & partial) 	<p>50% of the Reasonable and Customary</p>
Orthodontic Services	50% of the Reasonable and Customary
ORTHODONTIC SERVICES	
Maximum benefit payable per Covered Person	\$1,500 per lifetime
Eligibility	Available for all Covered Persons, regardless of age.
Deductible	Non Deductible is required for Orthodontic services.

BENEFIT VERIFICATION – Required FOR ANY Course of Treatment exceeding \$200 or involving major restorations.

EXHIBIT H - Page 1

Base: \$34,138 (2013/14)
 \$34,138 (2014/15)
 \$34,479 (2015/16)

CO-CURRICULAR SALARY SCHEDULE
 (One person per position unless otherwise indicated)

	Year of Experience					Year of Experience			
	1 st Year	2 nd Year	3 th / ⁴ th Year	5 th Year		1 st Year	2 nd Year	3 th / ⁴ th Year	5 th Year
Football					Soccer				
Head Varsity	12%	14%	16%	18.5%	Head Varsity - Boys	10%	12%	14%	16%
Varsity Assistants (4)	8	10	12	14	Head Varsity - Girls	10	12	14	16
Freshman (if #s allow)	8	10	12	14	Junior Varsity - Boys (if #s allow)	6	8	10	12
Head Middle School - Gr 8	5.4	7.1	10	11	Junior Varsity - Girls (if #s allow)	6	8	10	12
Head Middle School - Gr 7	5.4	7.1	10	11	Volleyball				
Middle School Asst (if #s allow a Gr 7 team)	4.6	6.2	9.1	10.1	Head Varsity	10	12	14	16
Basketball - Boys					Varsity Asst	6	8	10	12
Head Varsity	12	14	16	18.5	Junior Varsity	6	8	10	12
Varsity Asst	8	10	12	14	Freshman (if #s allow)	5.4	7.1	10	11
Junior Varsity	8	10	12	14	Grade 8	4.6	6.2	9.1	10.1
Freshman (if #s allow)	5.4	7.1	10	11	Grade 7	4.6	6.2	9.1	10.1
Grade 8	5.4	7.1	10	11	Baseball				
Grade 7	5.4	7.1	10	11	Head Varsity	10	12	14	16
Basketball - Girls					Varsity Asst	6	8	10	12
Head Varsity	12	14	16	18.5	Junior Varsity	6	8	10	12
Varsity Asst	8	10	12	14	Freshman (if #s allow)	5.4	7.1	10	11
Junior Varsity	8	10	12	14	Softball				
Freshman (if #s allow)	5.4	7.1	10	11	Head Varsity	10	12	14	16
Grade 8	5.4	7.1	10	11	Varsity Asst	6	8	10	12
Grade 7	5.4	7.1	10	11	Junior Varsity	6	8	10	12
Wrestling					Freshman (if #s allow)	5.4	7.1	10	11
Head Varsity	12	14	16	18.5	Golf				
Varsity Asst	8	10	12	14	Head Varsity	6	8	10	12
Head Middle School	5.4	7.1	10	11	Cross Country				
Middle School Asst	5.4	7.1	10	11	Head Varsity	6	8	10	12
Track					Head Middle School (if #s allow)	2.2	3.4	5.7	6.7
Head Varsity - Boys/Girls	10	12	14	16	Cheerleaders				
Varsity Assistant (2)	6	8	10	12	Head Varsity Football	4.1	5.3	7.6	8.6
Head Middle School - Boys	4.6	6.2	9.1	10.1	Junior Varsity Football	4.1	5.3	7.6	8.6
Head Middle School - Girls	4.6	6.2	9.1	10.1	Head Varsity Basketball	4.6	6.2	9.1	10.1
Middle School Asst (if #s allow)	2.2	3.4	5.7	6.7	Junior Varsity Basketball	4.1	5.3	7.6	8.6
Assistant Athletic Director					Middle School (Football and Basketball)	4.1	5.3	7.6	8.6
High School, 2 - fall/winter, 1-spring	2	2.7	3.3	4	Weight Room Supervisor				
Middle School, 1 per season (3 seasons)	2	2.7	3.3	4	One contract per season (3 seasons) \$800 stipend per season, total of \$2400				

All positions are posted for certificated staff prior to being made available to non-certificated staff

EXHIBIT H - Page 2
CO-CURRICULAR SALARY SCHEDULE

	Year of Experience			
	1 st Year	2 nd Year	3 rd /4 th	5 th Year
Drama Head - per production	4.1	5.3	7.6	8.6
Drama Assistant - per production	2.2	3.4	5.7	6.7
Senior Class Advisor	4.6	6.2	9.1	10.1
Junior Class Advisor	2.2	3.4	5.7	6.7
Sophomore Class Advisor	4.1	5.3	7.6	8.6
Freshman Class Advisor	2.2	3.4	5.7	6.7
Yearbook Advisor - CHS	4.6	6.2	9.1	10.1
Memory Book Advisor - CMS and Copopa	2.2	3.4	5.7	6.7
Newspaper Advisor	2.2	3.4	5.7	6.7
Media Director	4.1	5.3	7.6	8.6
Media Specialist	4.1	5.3	7.6	8.6
Elementary Music Performance	0.8	0.9	2.0	3.0
Vocal Director	4.1	5.3	7.6	8.6
Musicals - Vocal, Instrumental	2.2	3.4	5.7	6.7
Band Director (20% remuneration to be paid for attending Band Camp)	10.0	12.0	14.0	16.0
Assistant Band Director	4.6	6.2	9.1	10.1
Student Council Advisor - one per school	4.1	5.3	7.6	8.6
National Honor Society	2.0	2.2	2.6	3.0
Ski Club Advisor - CMS/CHS	2.2	3.4	5.7	6.7
Academic Challenge Team Advisor	4.6	6.2	9.1	10.1
Pep Band	2.2	3.4	5.7	6.7
Color Guard Advisor - Marching Band	2.2	3.4	5.7	6.7
Key Club Advisor	4.1	5.3	7.6	8.6
SADD Advisor	2.2	3.4	5.7	6.7
Leaders Club Advisor	0.8	0.9	2.0	3.0
Youth4Youth - CMS/CHS	0.8	0.9	2.0	3.0
Accompanist	2.2	3.4	5.7	6.7
Choreographer - Show Choir	2.2	3.4	5.7	6.7
Choreographer - Musical Production	0.8	0.9	2.0	3.0
Web Page Editor (3)	4.6	6.2	9.1	10.1
Chess Club	0.8	0.9	2.0	3.0
Power of the Pen	0.8	0.9	2.0	3.0
Scrabble Club Advisor - Copopa	0.8	0.9	2.0	3.0
Curriculum Study Leader - one per area of study per building, if applicable	2.2	3.4	5.7	6.7
Lead Mentor	4.1	5.3	7.6	8.6
Mentor	2.2	3.4	5.7	6.7
Outdoor Education	Stipend of \$55 per night for each certificated staff member who stays overnight at the outdoor ed facility			
Science Fair (1-CMS, 1-CHS)	\$700.00 stipend			
Spelling Bee Advisor - CMS	\$250.00 stipend			
Gettysburg-Washington DC Lead Coordinator	\$300.00 stipend			
Gettysburg - Washington DC Trip Supervisor (3)	Stipend of \$55 per night, to a max of 3 nights			
Intervention Teacher (Saturday School, After School, Summer, Tutor, etc.)	Step III-0 hourly rate			

- ALL SALARIES ARE ALL-INCLUSIVE, includes all school year, student vacation

- THERE IS NO REQUIREMENT IMPLIED OR OTHERWISE THAT THE BOARD MUST FILL ALL POSITIONS IF STUDENT INTEREST IS LACKING AND AT THE DISCRETION OF THE SUPERINTENDENT.

EXHIBIT I
PARENTAL COMPLAINT FORM

Date of Complaint

Person Taking Complaint

Nature of Complaint:

Responding Action:

Complaint Referred to: _____

Date Complaint Referred: _____

Referred by: _____

Teacher Evaluation of Contact:

Resolution of Complaint:

EXHIBIT J

COLUMBIA LOCAL SCHOOLS PROFESSIONAL DEVELOPMENT FUND
APPLICATION (TUITION REIMBURSEMENT)

NAME: _____ DATE: _____

BUILDING: _____

Description of course and college or university offering credit:

Purpose of course:

Quarter Hours _____ Semester Hours _____

Tuition rate per hour _____ Date Course Begins _____

Teacher's Signature _____

Date and Time Received by Administration: _____

Time received by administration: _____

Administrator Receiving Application: _____

Course Approved _____

Note: You must submit an official transcript with at least a grade of (B) or a (pass) and receipt of payment (attached) to receive reimbursement.

Course Disapproved _____

Reason for disapproval:

Superintendent's Signature _____ Date _____

copies:

- Superintendent
- Treasurer
- Teacher

COLUMBIA SCHOOLS
Grievance FORM I
4.03 - Step 1

- A. Name of Grievant: _____
Building: _____
Assignment: _____
- B. Date Filed: _____
- C. Date(s) Alleged Grievance Occurred: _____
- D. Statement of Grievance: _____

- E. Remedy Sought: _____

- F. Signature of Grievant: _____ Date: _____

Distribution of Grievance Form I:

1. Principal/Immediate Supervisor
2. Superintendent

GRIEVANCE # _____

COLUMBIA SCHOOLS
Grievance - REPLY FORM I
4.03 - Step 1

Name of Grievant: _____

Disposition of Grievance and Reasons for Disposition by Principal/Immediate Supervisor:

Signature of Principal/Immediate Supervisor: _____

Date: _____

Distribution of Grievance Reply Form I:

1. Grievant
2. CLEA P.R. & R. Chairperson
3. Superintendent

GRIEVANCE # _____

COLUMBIA SCHOOLS
Grievance FORM II
4.03 - Step 2
APPEAL

Name of Grievant: _____

State of Appeal: _____

Signature of Grievant: _____ Date: _____

Distribution of Grievance Form II:

1. Superintendent
2. Principal/Immediate Supervisor

GRIEVANCE # _____

COLUMBIA SCHOOLS
Grievance - REPLY FORM II
4.03 - Step 2

Name of Grievant: _____

A. Date Received by Superintendent: _____

B. Disposition of Grievance and Reasons for Disposition by Superintendent:

Signature of Superintendent: _____ Date: _____

Disposition of Grievance Reply Form II:

1. Grievant
2. CLEA P.R. & R. Chairperson
3. Principal/Immediate Supervisor

GRIEVANCE # _____

COLUMBIA SCHOOLS
Grievance FORM III
4.03 - Step 3
APPEAL

TO TREASURER:

Name of Grievant: _____

Statement of Appeal: _____

Distribution of Grievance Form III:

1. Superintendent
2. Principal/Immediate Supervisor
3. CLEA P.R. & R. Chairperson

GRIEVANCE # _____

COLUMBIA SCHOOLS
Grievance - REPLY FORM III
4.03 - Step 3

Name of Grievant: _____

A. Date Heard by Board: _____

B. Disposition by Board: _____

Signature of Board President: _____ Date: _____

Distribution of Grievance Reply Form III:

1. Grievant
2. CLEA P.R. & R. Chairperson
3. Superintendent
4. Principal/Immediate Supervisor

GRIEVANCE # _____

COLUMBIA SCHOOLS
Grievance - NOTICE OF APPEAL TO STEP 4
4.03

TO: COLUMBIA BOARD OF EDUCATION THROUGH THE SUPERINTENDENT

Name of Grievant: _____

A. State of Grievant: _____

B. Signature of Grievant: _____ Date: _____

C. Date Submitted to Arbitration: _____

D. The Arbitrator will submit his/her disposition of the grievance in his/her own form.

Distribution of Notice of Appeal to Step 4:

1. Board of Education Members
2. Principal/Immediate Supervisor

GRIEVANCE # _____

Supplemental Position Proposal – Page 1

Name _____ Building _____

Brief Description of Supplemental Position Proposed and Proposed Building/Facility:

How many students have expressed an interest in this Supplemental and how was this information gathered:

What is the minimum number of students necessary to make this program successful? _____

What is the maximum number of students that this program can serve and still be successful? _____

How many days per month will this program meet? _____

How many hours per week will this program meet? _____

Will the program meet before or after school? _____

Will this supplemental program require travel? _____ Yes _____ No

If yes, please explain:

Will this supplemental program require additional funding by the Board of Education?

_____ Yes _____ No

If yes, please explain:

Supplemental Position Proposal – Page 2

Do you have volunteers willing to assist with this supplemental program?

_____ Yes _____ No

Is there an increased likelihood of student injury by participation in this program?

_____ Yes _____ No

If yes, please explain:

What is the minimum amount of pay you require to perform the duties required in the event that this supplemental program is approved by the Board? _____

If there is any other information you wish to present, please include it on one attached page. If you require additional pages, please keep it as concise and relevant as possible.

Proposing Teacher's Signature _____ Date _____

Building Principal:

Has reviewed this application _____

Endorses and approves this application _____