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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

between the

**INDIAN VALLEY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

INDIAN VALLEY TEACHERS' ASSOCIATION

July 1, 2013 through June 30, 2016

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ARTICLE 1 – RECOGNITION

- 1.01 The Board of Education of the Indian Valley Local School District, hereinafter referred to as the “Board”, recognizes the Indian Valley Teachers’ Association, hereinafter referred to as the “Association”, as the sole and exclusive bargaining agent for all certified professional personnel including long term substitutes, but excluding casual substitutes, supervisors, and administrative personnel as defined in Chapter 4117 of the Ohio Revised Code.

ARTICLE 2 – PROFESSIONAL NEGOTIATIONS PROCEDURE

2.01 Scope of Negotiations

The Board and the Association agree to bargain all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

2.02 Negotiating Teams

The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and/or reaching mutually satisfactory agreements. At any negotiation session, either party may be represented by no more than six (6) representatives.

2.03 Negotiation Meetings

All negotiation meetings will be held in executive session unless otherwise agreed upon, and will include the right to meet separately to caucus for reasonable periods of time. Each negotiation session, if held after school hours, shall be limited to three (3) hours unless extended by mutual agreement. At the close of each meeting, the next meeting shall be scheduled until the negotiations are completed.

2.04 Negotiation Timeliness

Negotiations shall commence after the request of either party to the other party. Such request shall be not earlier than ninety (90) days prior to the expiration of the existing contract, and not later than sixty (60) days prior to the expiration of the contract.

2.05 Submission of Issues

Specific items shall be submitted, in writing, by the Association to the representative(s) of the Board at the first meeting. Following submission of the Association issues, the Board shall submit, in writing, any specific items it wishes to discuss to the Association’s representative(s) at the first meeting. No additional items shall be submitted by either party following this exchange unless mutually agreed by the parties.

2.06 Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

2.07 Progress Reports

While discussions are in process, any written release prepared for news release will be approved by both groups. If impasse is declared, either party can release information without the other party's consent. Nothing shall prevent the Association from communicating with its membership or the Board team from communicating with the Board during the course of negotiations.

2.08 Reaching Agreement

As tentative agreement is reached on the issue(s), it shall be reduced to writing and initialed by each party. When consensus is reached, covering all areas under discussion, the proposed total agreement shall be reduced to writing as a tentative agreement, and submitted to the Association and the Board for approval. The parties will have thirty (30) days to ratify the tentative agreement from the date tentative agreement is reached on the last unresolved issue. When approved by both parties, the Agreement shall be signed by the officers of the Association and/or the members of the negotiating team and by the Board President, the Board Treasurer, and the Superintendent.

2.09 Dispute Resolution Procedure

- A. If fifty (50) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.
- B. This dispute resolution procedure is mutually agreed to by the parties under ORC 4117.14(c)(1)(f) and is intended to supersede the procedures contained in ORC 4117.14.
- C. The Association agrees that there will be no strike during the term of this Agreement.
- D. However, the Association retains its right to invoke the provisions of ORC 4117.14(D)(2) should the dispute resolution procedure listed above be unsuccessful.
- E. Both parties agree that this procedure is the final step in negotiations.

F. The parties agree that this item shall apply to all future negotiations.

2.10 Intent of Parties

It is the intent of the parties that any item currently contained in this Agreement and not changed by negotiations shall remain a part of any subsequent contract. Anything not changed remains the same as in the previous agreement.

2.11 Distribution of Agreement

The Board shall provide every member of the bargaining unit a copy of the contract as well as all administrators and Board members. The Association shall receive an additional fifty (50) copies of the contract for its use. The contract shall be printed by an outside union printer and set up in a contract format. The cost of printing the contract shall be equally divided between the Board and the Association.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.01 Rationale

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured prompt, impartial, and fair hearings on their grievances. No reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

3.02 Purposes and Objectives

- A. The primary purpose of this procedure shall be to obtain, at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.
- B. All parties agree that grievance proceedings should be handled in a confidential manner.
- C. Nothing contained herein shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided normal communication channels are followed.
- D. (Refer to the Administrative Organization Chart in the Policy Handbook). Such discussions shall not waive the right of an employee to file a grievance.

3.03 Definitions

A. Grievance

A grievance is a claim based upon an event or condition which adversely affects an employee or group of employees in the interpretation or application of the Negotiated Agreement entered into between the Board and the Association, setting forth the understanding of the parties upon those matters negotiated and agreed to.

B. Grievant

An employee, group of employees, or the Association who file(s) a grievance.

C. Immediate Supervisor

The building principal.

D. Day

During the school year a "day" shall be a school day. During the time when school is not in session, a "day" shall be a work day except for holidays.

3.04 Lodging a Grievance

- A. The employee shall have the right to drop the grievance at any level of the procedure.
- B. All meetings held in regard to grievances beyond Level 1 shall be held outside of the regular school day.
- C. All formal grievances must be filed within ten (10) days from the time the grievant knew or should have known of the act or condition on which the grievance is based.

3.05 Procedure

A. Level 1

An employee may first discuss the grievance with the immediate supervisor upon knowledge that a potential grievance may exist.

B. Level 2

If the grievant is not satisfied with the results of Level 1, a written formal grievance may be submitted to the immediate supervisor. The grievance shall be

filed on the grievance form (see Appendix A) specified by the negotiated agreement. Within five (5) days of receipt of the form, the administrator shall conduct a hearing to ascertain the facts of the grievance. Within five (5) days of the hearing, the administrator shall render a written response to the grievance. The decision will be recorded on the grievance form and signed by the administrator. Additional pages may be used by the administrator in his/her response.

C. Level 3

If the grievant is not satisfied with the results of the Level 2 decision, the grievant may continue the formal procedure by submitting the formal grievance to the Superintendent within five (5) days of receipt of the Level 2 decision. Within five (5) days of receipt of the grievance form, the Superintendent shall render a written response to the grievance on the appropriate form and shall sign the form. Additional pages may be used by the Superintendent in his/her response.

D. Level 4

If the grievant is not satisfied with the results of the Level 3 decision, the grievant may continue the formal procedure by submitting the formal grievance to the Board within five (5) days of receipt of the Level 3 decision. Within thirty (30) days, or at the next regularly scheduled Board of Education meeting, whichever occurs first, the Board shall conduct a hearing to ascertain the facts of the grievance. Within ten (10) days of the hearing, the Board shall render a written decision regarding the grievance. The Level 4 step may be waived by mutual agreement of the parties.

E. Level 5

1. If the action taken by the Board does not resolve the grievance to the satisfaction of the Association, the Association may submit the grievance to arbitration. Failure to file such appeal within ten (10) days from the receipt of the memorandum of the Board on said grievance shall be deemed a waiver of the right to appeal.
2. Upon submission of the issue to arbitration, the Association shall petition the American Arbitration Association (AAA) for a panel of arbitrators. The arbitrator shall be selected according to AAA Voluntary Rules.
3. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the written provisions of this Negotiated Agreement.
4. The decision of the arbitrator shall be final and binding upon the parties.

5. The costs of the arbitrator and hearing shall be paid by the losing party.

3.06 Miscellaneous

- A. The Board reserves the right to be represented by counsel. The grievant may be represented by counsel or by any other person of the grievant's choice at each step of the formal procedure.
- B. The sole remedy available to any employee for any alleged breach of this agreement or any alleged violation of his/her rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any employee of any legal rights which he/she presently has.
- C. Grievance Procedure Meetings called during the school day by the Board or Administration shall be held without loss of pay to the employee.
- D. The number of days indicated at each step is considered a maximum. The time limits may be extended by mutual agreement of the grievant and the administration.
- E. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- F. Failure at any level of an administrator to communicate the decision within the specified time limit shall result in the grievance proceeding to the next level.
- G. All grievances shall be filed at the lowest possible level. This lowest possible level means that level of the grievance procedure at which the administrator hearing the grievance has the authority to resolve the grievance.

ARTICLE 4 – LEAVES OF ABSENCE

4.01 Sick Leave

- A. Sick leave shall be accumulated at the rate of one and one-fourth (1-1/4) days per month up to fifteen (15) days per year with an accumulation of two hundred twenty (220) days.
- B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate family as used in this section shall mean, except as modified below, spouse, children, step-children, parents, parents-in-law, or other person living in

the same household for whom the employee has a legal or custodial responsibility.

- C. For a death in the immediate family and for the death of a sister, brother, grandparents, grandchildren, step-grandchildren, grandparents-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law. Use of sick leave is limited to five (5) work days with additional days being considered under Personal Leave. If the death should require travel and/or circumstances beyond the employee's control, additional days beyond the five (5) days may be added upon approval of the Superintendent.
- D. Doctor and/or dentist appointments for the employee and his/her immediate family which cannot be made during non-school hours shall be appropriate use of sick leave.
- E. One (1) day of sick leave may be used to attend the funeral of a close friend or relative.
- F. In a medical crisis situation wherein an employee has exhausted his/her sick leave, that employee may receive additional paid leave from days contributed by other employees. In such a crisis situation, the Superintendent and President of the Association will meet to discuss alternatives to help address this situation. Recommendations will be presented to the Board of Education for final approval.

4.02 Personal Leave

- A. Each certificated employee shall be granted up to three (3) days personal leave each school year. Up to one (1) day of unused personal leave at the end of a school year will be carried over to the following school year as an additional sick day.
- B. Personal leave shall be requested on the Personal Leave Request Form (see Appendix B) at least two (2) days before the expected period of absence, except in an emergency.
- C. Personal leave shall not be considered granted until approved in writing by the Administrator.
- D. Personal leave is not chargeable against Sick Leave.
- E. Personal leave cannot be used for a purpose which would be permissible use of Sick leave.
- F. Two (2) of the three (3) personal leave days each year are unrestricted, but cannot be used on, or after, the first Monday of May unless the reason is stated.

The one (1) restricted personal day each school year may be used for any of the following reasons:

1. Attendance at or participation in the wedding of an employee, a son or daughter, stepchild, son-in-law or daughter-in-law, brother or sister, brother-in-law or sister-in-law, father or mother, father-in-law or mother-in-law, grandparent or grandchild, niece or nephew.
 2. Attendance at or participation in graduation of the employee, a son or daughter, stepchild, son-in-law, or daughter-in-law, father or mother, father-in-law or mother-in-law, grandparents or grandchild, niece or nephew.
 3. Required attendance by the employee or immediate family (as described in 4.01b) at an institution of higher education for the purpose of examination, registration or pre-registration conference.
 4. Religious holidays.
 5. Attendance at or participation in the funeral of a relative or close friend.
 6. Attendance at the leaving for or a return from the armed services of a spouse, son or daughter, or a stepchild.
 7. Attendance at a court of law as the plaintiff, defendant, witness, or as a participant in the proceedings.
 8. Required attendance of the employee at a governmental or professional bureau or office which is not open for business outside of regular school hours.
 9. Unexpected home calamities.
- G. Personal leave may not be used to participate in an activity that is required or desired activity of a for-profit business of the employee or spouse.
- H. Employees shall check the box on the Personal Leave Form that indicates the reasons for requesting use of Personal Leave.
- I. Any personal leave taken after the first Monday in May requires that a reason must be given prior to consideration for approval by the Administrator

4.03 Assault Leave

- A. A school employee may be absent from duty due to physical disability resulting from an assault which occurs in the course of employment. Assault, accidents, or injury arising from private activities or situations are excluded.
- B. In order to qualify for Assault leave, which shall not be charged against sick leave or other leave, the following guidelines shall be observed:
 - 1. Pursuant to Section 3319.143 of the Ohio Revised Code, an employee who is unable to work because of a physical injury received in the course of employment with the Indian Valley Local Board of Education resulting from an assault shall receive full pay, subject to limitations set out in Item F below, less any compensation received under the Workers' Compensation Act of Ohio (required to apply) or from other employment.
 - 2. Course of employment is defined as activities engaged in during school hours, plus those Indian Valley Local District extra curricular activities where the employee is present.
 - 3. The determination as to whether or not the physical disability is a result of an assault which occurred in the course of Board employment shall be made by the Board.
 - 4. The employee filing for Assault leave shall submit a signed statement to justify the use of said leave.
 - 5. The statement shall state the nature of the disability and the expected duration of the absence.
 - 6. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be presented.
 - 7. The Board may require an initial or additional examination by a physician appointed by the Board.
 - 8. The employee's past physical condition shall be reviewed. Temporary illnesses or injuries, or injuries initially sustained other than by assault shall be included when the application is presented.
 - 9. Falsification of any documents submitted to the Board is grounds for suspension pending action on termination of employment under Section 3319.16 of the Ohio Revised Code.

- C. Payment of Assault leave shall be at the regular rate of pay in effect for the employee at the time of said assault. No increment or service penalty shall be assessed.
- D. The duration of the leave shall not exceed sixty (60) days and is subject to the following factors:
 - 1. The end of the employee's limited term contract. The limited contract may be renewed according to criteria outlined by the Ohio Revised Code. The disability shall not be the determining factor in the contract renewal.
 - 2. The resignation of the employee.
 - 3. The determination of eligibility for retirement benefits by the retirement systems because of age or disability.
 - 4. The termination of the contract between the employee and the Board by any other method.
- E. An additional sixty (60) days may be approved by the Board upon the presentation of documented evidence justifying the request.
- F. The employee, by written request, may return to work in his/her former or another position for which he is qualified, upon authorization of the Board.
- G. Certification by a licensed physician may be required by the Board.
- H. The Board may require an examination, at any time during the leave, by a physician appointed by the Board.
- I. The employee agrees to pursue all reasonable school and/or legal action possible against the person or persons involved, if they are identified.

4.04 Unpaid Leaves of Absence

- A. The Board may grant, upon the written request of an employee, a leave of absence for a period of not more than two (2) consecutive school years for educational, professional, or other purposes. When such leave is by reason of illness or disability, the Board is required to grant such leave.
- B. In cases of maternity, a leave of absence shall be granted for the remainder of the current school year.
- C. The following provisions shall be adhered to, when applicable:

1. The initial length of the leave shall not extend at the discretion of the Board, except in cases of illness or disability.
2. The leave must be requested no later than sixty (60) days prior to the beginning of the leave, except in cases of emergency nature.
3. If the employee requests an early termination of leave, the Board shall have the option of approval or disapproval.
4. Notification, in writing, must be received by the Superintendent on or before May 1st, as to the employee's intention for the coming school year.
5. Upon return from an unpaid leave, the employee shall resume the contract status held prior to the leave. Consideration will be given to returning the employee to the same or similar assignment held prior to the leave, taking into account the impact on the school district as a whole.
6. An employee may continue with the district's group insurance policies by notifying the Treasurer, in writing, at the time the leave is requested and by paying the full premiums on those policies he/she wishes to keep in force. The payment must be made, to the Board, on or before the first of each month. This provision is applicable only upon approval of the carrier.
7. An employee who is adopting a child is entitled to a leave under the provisions of this section.
8. Additional requirements for a leave due to illness or disability:
 - a. A written and signed statement from a licensed physician stating the reason and duration.
 - b. The portion of the requested leave taken by an employee due to pregnancy may, at the employee's option, be charged to her available sick leave.
 - c. An employee returning from such leave shall furnish a written signed statement from a licensed physician that she is able to assume her regular duties.
9. The Board may require an initial or additional examination by a physician appointed by the Board. The Board will pay for the cost of such examination if said examination is not covered by current insurance coverage.

4.05 Federal Family and Medical Leave

All rights granted to employees under federal law shall be in force except that no employee shall be entitled to intermittent leave.

ARTICLE 5 – TEACHER’S DAY AND YEAR

5.01 Teacher’s Day

The teacher’s day shall include a thirty (30) minute duty-free lunch period. The teacher day shall be seven (7) hours and thirty (30) minutes. The student day shall be no longer than seven (7) hours. Meetings and special duty assignments may extend beyond the regular teacher’s day.

5.02 Building Meetings

Teachers shall be required to attend building meetings. Building meetings may be held at the administrator’s discretion. Normally building meetings should not occur more frequently than once a month. Advanced notice for meetings lasting longer than one (1) hour must be given.

5.03 Teacher Bus Drivers

Any teacher employed by the Board as a bus driver shall be exempt from Section 5.01 and 5.02 above.

5.04 Travel Between Buildings

Teachers traveling between buildings shall not be required to use the duty-free lunch period for travel.

5.05 Planning Time

Each elementary teacher will have the equivalent of one hundred fifty (150) minutes planning time during the student week. Junior and Senior High teachers shall receive a minimum of five (5) planning periods per week equal to the length of a teaching period. If an elementary teacher is requested by an Administrator and gives up his/her conference period, the teacher shall be compensated Eighteen dollars (\$18.00) for that lost conference period.

If a middle school or high school teacher has no period for planning, he/she shall be compensated eighteen dollars (\$18.00) for that missed planning/conference period.

5.06 Teachers' Year

The teachers' year shall be one hundred eighty-four (184) days in length for all previously employed staff members. Teachers new to the district shall have a work year of one hundred eighty-four (184) days plus up to four (4) orientation days that may occur prior to or during the school year. Employees new to the district will receive substitute pay for the orientation days.

5.07 Extended Assignments

Teachers on extended assignments before and after the regular school year shall be paid their per diem rate for each day of work. Committee work and other special assignments are excluded from this provision.

5.08 Copy Equipment

Each building shall have available, for staff use, equipment to reproduce copies. This equipment will be maintained and kept in good working order. Procedures will be developed by the building principal, with the input of teacher representatives selected by the Association, to ensure that teacher needs are met in determining the use of the equipment.

5.09 Release Time for Special Education Teachers

Each State of Ohio unit-funded special education teacher shall receive one (1) day of release time per school year to write annual review documents.

5.10 IEP Release Time/Alternate Assessment

Special education teachers will be provided one (1) release day per school year to write Individualized Education Plans (IEPs). Additional days may be granted by the Superintendent. This day will be used at school.

ARTICLE 6 – CLASS SIZE

6.01 Every effort will be made to keep K-5 class sizes less than twenty-eight (28) students. In an effort to maintain room for new residents that move in to the district, a cap of seventy-five (75) students per grade level at each elementary building will be used as a guideline when considering new applications for open enrollment students. This guideline shall not apply to any open enrollment renewal applications.

6.02 It is understood there are exceptions that merit the approval of new open enrollment applications in which the seventy-five (75) cap per grade level at each elementary building may be exceeded. Such exceptions include:

- A. The new open enrollment student is a child, or under the legal guardianship, of an Indian Valley employee.
- B. The new open enrollment student has older siblings already attending Indian Valley.
- C. A family with multiple students applies for open enrollment and one (1) of the students is in a grade level that exceeds the cap.
- D. A student who has been attending Indian Valley as a resident of the district and relocates outside the district may be approved as a new open enrollment student.
- E. Other unforeseen extenuating circumstances as determined by the Superintendent.

ARTICLE 7 – CALENDAR

- 7.01 The Association may present to the Superintendent, prior to January 5th, the calendar they wish to submit for consideration as a common calendar for the Buckeye Career Center. The calendar will be submitted as one (1) of the calendars considered by the Superintendents of the various districts, which must allow for Martin Luther King and Presidents' Days as days off from school for students.
- 7.02 In compliance with State law, all make-up days will be listed on the adopted calendar and distributed to staff. The Association will have a voice in the designation of calamity conferences by including these days on the calendar submitted to the Superintendent for consideration.

ARTICLE 8 – PERSONNEL FILE

- 8.01 The Board shall maintain an official personnel file in the District Administrative Office for all employees. The purpose of the files is to serve as the official repository of job related information.
- 8.02 The Board shall protect the confidentiality of bargaining unit member personnel files to the fullest extent of applicable law. At no time and under no circumstances shall an employee's confidential personnel file be opened to the public or any part of its contents be revealed, conveyed or in any manner transmitted to the public or members of the news media by the Board, until the employee has been notified of the request to view the file and has been given a reasonable opportunity to be present when the file is opened.
- 8.03 Privileged information such as confidential credentials, letters of reference from universities, individuals, or previous employers are specifically exempt from such

review. Such privileged information shall be removed from the file by the Superintendent or his designee prior to the review.

- 8.04 Each employee, upon request, shall have the right to review the contents of his/her own personnel file, except as restricted by 8.03 above. The review shall be made in the presence of the Superintendent or his designee. The employee may request a copy of any or all materials in his/her file, except as restricted by 8.03 above. The cost of reproducing the material so requested may be charged to the employee. This access may occur at a time mutually agreeable to the employee and the Superintendent, normally outside the employee's scheduled workday. This access will be made available to the employee within one (1) working day following the request for access whenever possible.
- 8.05 The employee shall have the right to be accompanied by a person of his/her choice when reviewing the file and shall have the right to respond, in writing, to material in the file. Said response shall be attached to, and become a part of the file.
- 8.06 Obsolete material may be removed from the file only upon the recommendation of the Superintendent.
- 8.07 Negative information which may affect the re-employment of the teacher will not be placed in the official personnel file in the District Offices without the teacher being given a copy of said material.
- 8.08 Employees shall also have the right to review their personnel file maintained by the building principal. The review shall follow the procedures outlined in this Article.
- 8.09 All materials which are placed in the personnel file of an employee shall be identifiable as to source and no anonymous letters and/or complaints will be placed in the file.

ARTICLE 9 – EVALUATION

9.01 Evaluation Overview, Goals, and Definitions

- A. The evaluation of teachers, who spend 50% or more of his/her time providing content-related student instruction, shall be in accordance with this procedure, as stated in 9.01, and the Standards-Based Teacher Evaluation Policy adopted by the Board of Education, in consultation with teachers, which align with the *Standards for the Teaching Profession* set forth in state law. The goal of the policy and evaluation procedure is to improve/maintain the performance level of the staff as well as improve the overall educational process of the Indian Valley Local School District.

The Board and Association agree that the definitions prescribed in Ohio Revised Code 3319 pertaining to the Standards-Based Teacher Evaluation Policy shall be recognized when carrying out the provisions of Article 9.

B. Appraisal Procedure

1. Observation and evaluation shall be conducted by the Principal, Assistant Principal (if certified as a Principal), the District Superintendent or designee holding both an administrative license and a full time administrative contract with the Indian Valley school district. The evaluator shall also be credentialed by the Ohio Department of Education (ODE) to administer the Ohio Teacher Evaluation System (OTES) so long as such credentialing exists.
2. All teachers shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walk-throughs each school year. No teacher shall be evaluated more than once annually.

Teachers who are on limited or extended limited contracts and who are under consideration for nonrenewal shall be evaluated based on at least three (3) formal observations during the last year of their contract and periodic classroom walk-throughs.

A teacher may request a formal observation in addition to those required by this procedure, so long as adequate time exists to meet all required timelines for pre-conferences, post-conferences, and evaluation completion by May 1. Such requests may also result in an evaluator different from that which was originally assigned.

There shall be at least ten (10) work days between formal observations. The first formal observation shall be completed by the end of the first semester.

All formal observations shall be announced.

No formal observation shall be conducted on the day before or after the following:

- Administration of state standardized testing
- Thanksgiving Break
- Christmas / Winter Break
- Easter / Spring Break

3. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every other school year, unless it is a year (s)he is up for renewal.
4. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th.
5. Forms used during the observation process will be those related to the Ohio Teacher Evaluation System: (See Appendix F)

- A. Pre-Conference Form
- B. Teacher Formal Observation/Performance Rubric
- C. Teacher Informal Observation – General Form or Open Ended Form
- D. Professional Growth Plan Form
- E. Improvement Plan Form
- F. Final Summative Rating Form

No teacher shall be required to complete the Self-Assessment form. This tool is a resource for teachers.

Forms may be either paper or electronic.

No more than one (1) formal observation will be conducted in any ten (10) working days.

- 6. A pre-conference may occur between the teacher and the evaluator prior to the observation. The pre-conference, if held, will occur within five (5) working days of the formal observation.

Both the teacher and the evaluator must agree if the pre-conference is not held. If mutual agreement cannot be reached, the pre-conference will be held.

A post-conference will occur between the teacher and the evaluator within ten (10) work days of the observation or at other mutually agreed upon times. The only exception to this will be the absence from work of either the teacher or the evaluator.

- 7. Evidence provided by the teacher and gathered by the evaluator during the pre-conference, formal observations, informal observations, and post-conference will be used by the evaluator when applying the Performance Rubric.
- 8. All observations and evaluations will be recorded on the negotiated forms that are part of OTES.
- 9. Teachers whose student growth measure(s) indicates below-expected levels of student growth 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, utilizing the components set forth in the OTES Improvement Plan Form.
- 10. Formal observations are those made by an evaluator which will be used in the final evaluation of the teacher. Informal observations / classroom walk-throughs made by the evaluator during the work day, as well as informal observations made at school sponsored events, may be used as part of the evaluation. Consistent tardiness may be considered as a part of the evaluation.

11. Classroom walk-throughs shall not unreasonably disrupt and/or interrupt the learning environment. Data gathered from the walkthrough will be shared with the employee within a reasonable amount of time.

The purpose of classroom walk-throughs is to gather evidence that will reinforce teacher performance.

At the written request of the teacher, a formal debriefing shall occur to discuss the data provided the teacher by the evaluator following a walkthrough. Such request, on part of the teacher, must occur within two (2) work days of receiving the data from the evaluator, so long as both are present at work.

12. The teacher may take a representative to any and all conferences in this procedure. The evaluator may also have another credentialed evaluator approved by the district attend any and all conferences in this procedure.

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

13. No member of the bargaining unit shall be denied any rights guaranteed by Ohio law to appeal the Board's employment decision. Teachers hired beginning 2000-01 school year shall not have the right to appeal a nonrenewal decision pursuant to ORC 3319.11, nor shall they have the right to request reinstatement through the grievance procedure in their first four (4) years of employment. However, such teachers shall only have the right to request a meeting with the Board to discuss the Board's decision on their employment.

14. If a teacher receives a performance rating of ineffective for two (2) consecutive years from the same evaluator, a different evaluator will be assigned in the third year.

C. Areas of Improvement

In alignment with OTES, teachers who have above-expected levels of student growth are required to develop a Professional Growth Plan and may choose their credentialed evaluator from the district's approved evaluator list.

Teachers who have expected levels of student growth are required to develop a Professional Growth Plan collaboratively with their credentialed evaluator from the district's approved evaluation list.

Teachers who have below-expected levels of student growth are required to develop an Improvement Plan with their credentialed evaluator. The Superintendent or designee will assign a credentialed evaluator to teachers meeting below-expected levels of student growth.

All Professional Growth Plans and Improvement Plans will be completed on the respective OTES forms.

D. Forms

All forms used in the evaluation process will be those prescribed by the Ohio Teacher Evaluation System. An electronic system may be used to document the evaluation process.

9.02 Contract Sequence

- A. The normal contract sequence is: one (1) year, one (1) year, two (2) years, three (3) years, and five (5) years.
- B. Employees whose evaluation results in a final summative rating of Ineffective are excluded from the normal contract sequence, until the performance in deficiencies are corrected.

9.03 Removal of Poorly Performing Teachers

The following conditions will be used by district administrators which may result in the removal of poorly-performing teachers:

- After three (3) consecutive years of a final summative rating of Developing where the rating on the Teacher Performance on Standards component is Ineffective.
- After three (3) years of a final summative rating of Ineffective in the most recent five (5) evaluations.
- Failure to implement and/or show evidence of progression on their individualized Improvement Plan.
- After the first year of receiving a final summative rating of ineffective, a teacher will be put on an Improvement Plan for the next year, at which point if the teacher's final summative rating is still ineffective, the teacher will be removed.

Nothing in this procedure will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law or the terms of this Negotiated Agreement. The evaluation system and procedures shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this procedure in accordance with ORC 3319.11 notwithstanding the teacher's summative rating.

9.04 Complaints

Any complaint made against a certified person by any parent, pupil, or other person which is entered into the personnel file and/or which may be used in an evaluation of a certificated person shall promptly be called to the attention of the certificated person. The certificated person shall be afforded the opportunity to answer or rebut such complaint in writing.

9.05 Evaluation of Particular Bargaining Unit Members

The evaluation procedures for bargaining unit members who spend less than 50% of his/her time providing content-related student instruction are provided for in 9.05 of this agreement.

The goal of the evaluation procedures in 9.05 remains to improve/maintain the performance level of the staff, as well as improve the overall educational process of the Indian Valley Local School District.

A. Appraisal Procedure

1. Observation and evaluation shall be conducted by the Principal, Assistant Principal (if certified as a Principal), or the District Superintendent or designee.
2. All new teachers on a limited contract shall have one (1) evaluations which will be the result of two (2) observations. These teachers include first year teachers and any teacher new to the district.
3. There will be a single evaluation, which will be the result of one (1) observation, for each teacher with a continuing contract a minimum each year. A second observation may be requested by the continuing contract teacher to be part of the summative evaluation.

All other limited contract teachers shall have two (2) observations per one (1) evaluation, which shall occur a minimum of once every three (3) years.

4. The first observation will be completed prior to the end of the first semester. The second observation for such teachers will be completed by May 1st.
5. Observations will be completed in a narrative style on the non-OTES observation form (See Appendix C). Observations will be a minimum of thirty (30) minutes long. No more than one (1) observation will be conducted in any five (5) working days.
6. A conference will occur between the teacher and the evaluator within ten (10) work days of the observation or at other mutually agreed upon times.

The only exception to this will be the absence from work of either the teacher or the evaluator.

7. Information gathered during the observation will be transferred to the non-OTES evaluation form (see Appendix D) and discussed during the conference.
8. All observations and evaluations under section 9.05 will be written on the non-OTES negotiated forms that are part of this contract.
9. If an evaluation conference results in a teacher's evaluation form having three (3) or more "needs improvement" or "unsatisfactory" categories marked, the teacher may request an additional building principal observation. Such a request must be made in writing within three (3) working days of the evaluation conference, or the teacher has agreed to waive his/her right to this additional observation and evaluation. Such a request by a teacher will extend the mandatory evaluation period by ten (10) days. Teachers whose evaluations have three (3) or more "needs improvement" or "unsatisfactory" shall participate in developing a plan for improvement with the evaluator and/or administrator.
10. Formal observations are those made by an evaluator which will be used in the final evaluation of the teacher. Informal observations made by the evaluator during the work day or at school sponsored events may be used as a part of the evaluation. Consistent tardiness may be considered as a part of the evaluation.
11. The teacher may take a representative to any and all conferences in this procedure.
12. The evaluation and observation procedures contained in this Article shall supersede the requirements under state law in ORC 3319.11 and 3319.111. No member of the bargaining unit shall be denied any rights guaranteed by Ohio law to appeal the Board's employment decision. Teachers hired beginning in the 2000-01 school year shall not have the right to appeal a nonrenewal decision, pursuant to ORC 3319.11, nor shall they have the right to request reinstatement through the grievance procedure in their first four (4) years of employment. However, such teachers shall only have the right to request a meeting with the Board to discuss the Board's decision on their employment.

B. Areas of Improvement

Should an evaluation note specific deficiencies in a teacher's performance, the evaluator and the teacher will attempt to mutually develop a corrective plan for performance improvement. Although it is recognized that the evaluator will assist

in the process, the primary responsibility for improved performance rests with the teacher.

C. Updating the Evaluation System for those in 9.05

It is recognized by both the board and the association that the evaluation system for bargaining unit members as described in 9.05 needs further revision.

1. The Race to the Top (RttT) Transformation Team shall be responsible for developing and recommending an evaluation instrument and procedures for bargaining unit members who spend less than 50% of his/her time providing content-related student instruction.
2. If/when during the term of this agreement, the RttT Transformation Team, by consensus, presents a recommendation for revision of the evaluation instrument and procedures of 9.05, then said recommendation shall be subject to ratification by the board and the association.

9.06 Legislative Impact

In the event of legislative action by the Ohio General Assembly that impacts in any way on the topic of evaluation, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

9.07 Use of Student Growth Measures

Final summative evaluation ratings required by OTES necessitate applying an evaluation matrix to a teacher's performance and the academic growth of his/her students:

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

- A. Use of student growth data will be one (1) year behind the teacher performance rating when applying the evaluation matrix. For example, a teacher's final summative rating for the 2014-2015 school year will use his/her student growth data from 2013-2014 and his/her performance rating for 2014-2015 when applying the evaluation matrix.
- B. A teacher's evaluation ratings for the 2013-2014 school year will be based only on his/her teacher performance rating in 2013-2014 school year.
- C. Final Summative Ratings using both teacher performance and student growth will commence with the 2014-2015 school year.

The district shall annually, as required by law, file a report to the Department of Education that includes the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the teachers graduated. However the district shall not permit or require that the name of, or any other personally identifiable information about, any teacher be reported under this provision, unless required by law.

- D. Sole use of the final summative rating concerning retention, promotion, removal, reduction, or recall of teachers shall not occur until after May 10, 2017.

ARTICLE 10- NON-TEACHING DUTIES

- 10.01 The Board reserves the right to determine teacher workload. However, the Board recognizes that a teacher's primary duty is to teach, and every effort shall be made, within the present staff, to equalize and/or rotate as many of the non-teaching duties as possible. For example: Homeroom, collecting of student monies, lunchroom duties, yearly cumulative records, study hall duties.
- 10.02 A Building Representative for the Association may present in writing to the Building Principal, prior to April 1st, teacher preferences to consider when developing the duty schedule for the following school year. The Association Representative and Building Principal may ask clarifying questions and give clarifying input during this exchange.

ARTICLE 11 - REDUCTION IN FORCE

- 11.01 When by reason of decreased enrollment of pupils, educational revisions, return to duty of regular teachers after Leave of Absence, lack of funds, suspension of school or territorial changes, a Board decides that it is necessary to reduce the number of teachers, it may make a reasonable reduction.

11.02 In making such reduction(s), the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools, who shall proceed as follows:

- A. Determine the “teaching field affected,” i.e., one (1) high school English position, two (2) elementary teaching positions, etc.
- B. The Superintendent’s recommendations shall be made according to the subjects listed on the teacher’s certificate (in force on April 1st of the year the decision is made to reduce staff).

All of the affected teachers that the Board of Education plans to layoff shall be provided written notification by certified mail that his/her employment contract shall be suspended because of a reduction in force no less than (30) days prior to the implementation of the layoff.

- C. Within the area of certification affected, teachers having temporary certification shall be suspended before any fully certificated teachers.
- D. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Within a certification area in which RIF is occurring, the accompanying table will aide in determining the order in which teaching contracts are suspended. Level V teachers will be given preference over Level IV teachers, Level IV teachers preference over Level III teachers, Level III teachers preference over Level II teachers, and Level II teachers over Level I teachers.

Teachers will be placed in the highest Level for which (s)he meets both the experience and final summative rating criterion.

	Level I	Level II	Level III	Level IV	Level V
Experience	2 years or more	4 years or more	8 years or more	12 years or more	8 years or more
Final Summative Rating	0 ratings skilled or above in last 3 years	1 rating skilled or above in last 3 years	2 ratings skilled or above in last 3 years	2 ratings skilled or above in last 3 years	2 ratings accomplished or above in last 3 years and no rating below skilled

The sole use of final summative ratings as described above shall not commence until after May 10, 2017. (This represents three (3) complete cycles of applying a teacher’s performance rating and his/her student growth measure to the evaluation matrix in 9.07.)

Any necessary reduction in force occurring between the adoption of this agreement and prior to May 10, 2017 shall be on the basis of seniority and contract status within area of licensure.

- E. Teachers who have taught two (2) years or more in the district whose continuing contracts or limited contracts are suspended through the RIF Procedure shall have the right to restoration in the district if and when teaching positions become available for which any of such teacher(s) are or become qualified.

Seniority shall not be the basis for rehiring a teacher, except when making a decision between the teachers who have comparable evaluations *after using the table above to call back in order of Level achieved by the teacher.*

- F. Teachers placed on the RIF list may continue with the district's group insurance policies for the full length of time on the RIF list notifying the Treasurer, in writing, prior to the receipt of their last paycheck, and by paying the full premium on those policies they wish to keep in force. The payment must be made on or before the first of each month.

G. Recall Procedure

1. Teachers who qualify through the above stated procedure shall be placed on a RIF list.
2. Should a position for which a teacher is or becomes qualified becomes available, he/she will be notified by mail, registered or certified, addressed to the teacher's last known address. It is the responsibility of the teacher to notify the Superintendent of any change of address or phone number by mail, registered or certified.
3. If the teacher fails to accept re-employment, in writing, within fifteen (15) calendar days from the date the letter was mailed, said teacher shall be considered to have rejected the offer and he/she shall be removed from the RIF list.
4. A teacher who holds a continuing contract shall remain on the RIF list for forty-eight (48) months from his/her last day of active service in the district, unless:
 - a. He/she fails to accept recall.
 - b. He/she waives his/her rights in writing.
 - c. He/she does not keep a valid teaching certificate for those areas that he/she is on the RIF list on file with the Superintendent or County Superintendent.

5. A teacher who does not hold a continuing contract shall remain on the RIF list for a maximum of thirty-six (36) months from his/her last day of active service in the district, unless:
 - a. He/she fails to accept recall.
 - b. He/she waives his/her rights in writing.
 - c. He/she does not keep a valid teaching certificate on file with the Superintendent or County Superintendent for those areas for which he/she is on the RIF list.

H. Upon recall, the teacher shall be entitled to the same contractual status which was held prior to the RIF.

11.03 Seniority will be defined as the length of continuous service in the Indian Valley Local School District.

A seniority list shall be provided annually to the Association President upon request. The seniority list shall include contract status, certification/licensure, and Level achieved by a teacher as described on the table in 11.02 D. Within thirty (30) calendar days after the seniority list is provided, any objection to the list must be presented to the board. If no objection is made during the thirty (30) day period, no grievance can be filed over individual seniority dates as published.

The Levels achieved by teachers per the table in 11.02 D will be included on the seniority list starting at the conclusion of the 2016-2017 school year.

- A. Authorized unpaid leaves of absence will not interrupt seniority, but time spent on such leaves will not count toward seniority.
- B. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 1. The date of the Board meeting at which the teacher was hired; then
 2. If any ties remain, by selecting a number from a container with each number representing a different employee, the first number selected will be the most senior and the next number selected will be the next most senior and so forth until all ties in seniority are broken. The selection will be made by the administration with a representative of the Association present.

- 11.04 Teachers on the recall list will be called to substitute prior to contacting anyone on the substitute list.

ARTICLE 12 – SEVERANCE PAY AT RETIREMENT

- 12.01 An employee may elect, at the time of retirement (defined as Service Retirement as specified in Section 3307.58 and 3309.34 of the Ohio Revised Code) from active service with the Indian Valley Local Schools and with five (5) or more years of service with any political subdivisions where sick leave is accrued and transferable, to be paid in cash for the value of his/her accrued but unused sick leave credit.
- 12.02 Payment will be made at the rate of one-third (1/3) of the employee's accumulated sick leave to a maximum of sixty-four (64) days.
- 12.03 Such payments shall be based on the employee's per diem rate of pay at the time of retirement.
- 12.04 Payment for sick leave on this basis shall be considered to eliminate sick leave credit accrued by the employee at that time.
- 12.05 Such payment shall be made only once to any employee.
- 12.06 The written request for payment shall be submitted to the Board for approval along with a declaration and request for retirement.
- 12.07 Such payment shall be made no later than sixty (60) days after the effective date of retirement with the State Teachers' Retirement System.
- 12.08 If an employee who, in accordance with STRS regulations, has the minimum years of service to qualify for retirement, dies while actively employed in this school district, his/her severance pay at retirement will be paid to his/her estate unless the employee designates in writing that it be paid to someone else.
- 12.09 Retirement must be applied for within one (1) year from the time employment is severed with the Board.

ARTICLE 13 – TRAVEL EXPENSES

- 13.01 Travel expenses incurred by a school employee in the performance of his/her official duties, except internal district meetings such as Board meetings, Principals' meetings, Inservice – Local and County Inservice meetings, Extra-Curricular Activity travel expenses other than approved activity fund travel expenses, etc., shall be reimbursed at the rate established by IRS Form #1040.

This rate shall be effective January 1st of each calendar year (not retroactive).

ARTICLE 14 – SALARY PROVISIONS

- 14.01 The yearly salary shall be divided into bi-weekly equal payments.
- 14.02 The Board shall pay teachers in accordance with the salary schedule contained in the Negotiated Agreement. The annual salary notice requirement contained in ORC 3319.12 shall not be in effect with respect to members of the bargaining unit.
- 14.03 The BA-0 salary shall be Thirty Thousand One Hundred Seventy-Eight Dollars (\$30,178) for the 2013-2014 school year; Thirty-One Thousand Eight Dollars (\$31,008) for the 2014-2015 school year; Thirty-One Thousand Eight Hundred Sixty Dollars (\$31,860) for the 2015-2016 school year. The teacher salary index shall remain the same as in the current agreement.

14.04 Indian Valley Local School District
 Salary Schedule -- Effective July 1, 2013

3.00%

<i>Non-</i>					
<i>Step</i>	<i>Degree</i>	<i>BS</i>	<i>150HRS.</i>	<i>Masters</i>	<i>M+15</i>
0	26104	30178	31385	33045	34856
	0.865	1.000	1.040	1.095	1.155
1	27160	31536	32894	34493	36515
	0.900	1.045	1.090	1.143	1.210
2	28216	32894	34403	35942	38175
	0.935	1.090	1.140	1.191	1.265
3	29273	34252	35912	37572	39835
	0.970	1.135	1.190	1.245	1.320
4	30329	35610	37421	39231	41495
	1.005	1.180	1.240	1.300	1.375
5	31385	36968	38930	40891	43155
	1.040	1.225	1.290	1.355	1.430
6	32441	38326	40439	42551	44814
	1.075	1.270	1.340	1.410	1.485
7	33498	39684	41947	44211	46474
	1.110	1.315	1.390	1.465	1.540
8	34554	41042	43456	45871	48134
	1.145	1.360	1.440	1.520	1.595
9	35610	42400	44965	47530	49794
	1.180	1.405	1.490	1.575	1.650
10	36666	43758	46474	49190	51453
	1.215	1.450	1.540	1.630	1.705
11	36666	45116	47983	50850	53113
	1.215	1.495	1.590	1.685	1.760
12	36666	45116	47983	52510	54773
	1.215	1.495	1.590	1.740	1.815
15	36666	46474	49492	54170	56433
	1.215	1.540	1.640	1.795	1.870
20	36666	47832	51001	55829	58093
	1.215	1.585	1.690	1.850	1.925
25	36666	49190	52510	60356	62619
	1.215	1.630	1.740	2.000	2.075

Footnote: Credit for Internet coursework shall not apply to advancement on the salary schedule unless prior approval has been granted by the Superintendent

14.05 Indian Valley Local School District

Salary Schedule -- Effective July 1, 2014

2.75%

<i>Non-</i>					
<i>Step</i>	<i>Degree</i>	<i>BS</i>	<i>150HRS.</i>	<i>Masters</i>	<i>M+15</i>
0	26822	31008	32248	33954	35814
	0.865	1.000	1.040	1.095	1.155
1	27907	32403	33799	35442	37520
	0.900	1.045	1.090	1.143	1.210
2	28992	33799	35349	36931	39225
	0.935	1.090	1.140	1.191	1.265
3	30078	35194	36900	38605	40931
	0.970	1.135	1.190	1.245	1.320
4	31163	36589	38450	40310	42636
	1.005	1.180	1.240	1.300	1.375
5	32248	37985	40000	42016	44341
	1.040	1.225	1.290	1.355	1.430
6	33334	39380	41551	43721	46047
	1.075	1.270	1.340	1.410	1.485
7	34419	40776	43101	45427	47752
	1.110	1.315	1.390	1.465	1.540
8	35504	42171	44652	47132	49458
	1.145	1.360	1.440	1.520	1.595
9	36589	43566	46202	48838	51163
	1.180	1.405	1.490	1.575	1.650
10	37675	44962	47752	50543	52869
	1.215	1.450	1.540	1.630	1.705
11	37675	46357	49303	52248	54574
	1.215	1.495	1.590	1.685	1.760
12	37675	46357	49303	53954	56280
	1.215	1.495	1.590	1.740	1.815
15	37675	47752	50853	55659	57985
	1.215	1.540	1.640	1.795	1.870
20	37675	49148	52404	57365	59690
	1.215	1.585	1.690	1.850	1.925
25	37675	50543	53954	62016	64342
	1.215	1.630	1.740	2.000	2.075

Footnote: Credit for internet coursework shall not apply to advancement on the salary schedule unless prior approval has been granted by the Superintendent

14.06 Indian Valley Local School District

Salary Schedule -- Effective July 1, 2015

2.75%

<i>Step</i>	<i>Non-Degree</i>	<i>BS</i>	<i>150HRS.</i>	<i>Masters</i>	<i>M+15</i>
0	27559	31860	33134	34887	36798
	0.865	1.000	1.040	1.095	1.155
1	28674	33294	34727	36416	38551
	0.900	1.045	1.090	1.143	1.210
2	29789	34727	36320	37945	40303
	0.935	1.090	1.140	1.191	1.265
3	30904	36161	37913	39666	42055
	0.970	1.135	1.190	1.245	1.320
4	32019	37595	39506	41418	43808
	1.005	1.180	1.240	1.300	1.375
5	33134	39029	41099	43170	45560
	1.040	1.225	1.290	1.355	1.430
6	34250	40462	42692	44923	47312
	1.075	1.270	1.340	1.410	1.485
7	35365	41896	44285	46675	49064
	1.110	1.315	1.390	1.465	1.540
8	36480	43330	45878	48427	50817
	1.145	1.360	1.440	1.520	1.595
9	37595	44763	47471	50180	52569
	1.180	1.405	1.490	1.575	1.650
10	38710	46197	49064	51932	54321
	1.215	1.450	1.540	1.630	1.705
11	38710	47631	50657	53684	56074
	1.215	1.495	1.590	1.685	1.760
12	38710	47631	50657	55436	57826
	1.215	1.495	1.590	1.740	1.815
15	38710	49064	52250	57189	59578
	1.215	1.540	1.640	1.795	1.870
20	38710	50498	53843	58941	61331
	1.215	1.585	1.690	1.850	1.925
25	38710	51932	55436	63720	66110
	1.215	1.630	1.740	2.000	2.075

Footnote: Credit for Internet coursework shall not apply to advancement on the salary schedule unless prior approval has been granted by the Superintendent

- 14.07 Masters +15 shall be paid only upon proof of the completion of graduate semester hours with a letter grade of A or B after the attainment of the Masters Degree. The Board will also accept a satisfactory grade if the course is not graded, provided such designation is verified by the college. CEU's do not apply to these provisions.
- 14.08 Should the state minimum base salary exceed the negotiated base salary during the term of the contract, the state minimum base will be applied to the existing index.
- 14.09 The Superintendent shall have the authority to place new teachers to the District on the salary schedule by granting a minimum of three (3) years' service credit and a maximum of the number of years of prior experience of the new employee.
- 14.10 Movement across the salary schedules from Bachelor's to 150 hrs, to Masters, and to Masters+15 requires proof of completion of semester hours and an official transcript of all work taken. Movement from Masters to Masters+15 requires a letter grade of A or B.
- 14.11 It is hereby agreed that mandatory direct deposit of employee paychecks to the financial institution of the employee's choice shall be administered. All employees shall be transitioned to direct deposit by October 1, 2008.

ARTICLE 15 – INSURANCE PROVISIONS

15.01 Medical Insurance

- A. The Board will maintain compliance with The Patient Protection and Affordable Care Act.
- B. The Board shall pay the cost of medical insurance for a comprehensive major medical program, for all full-time employees' single and family coverage by application only, except effective July 1, 2013, the employee shall contribute Fifty Dollars (\$50.00) per month for family coverage and Twenty Five Dollars (\$25.00) per month for single coverage; effective July 1, 2014 the employee shall contribute Fifty-Five Dollars (\$55.00) per month for family coverage and Twenty Eight Dollars (\$28.00) per month for single coverage; effective July 1, 2015 the employee shall contribute Sixty Dollars (\$60.00) per month for family coverage and Thirty Dollars (\$30.00) per month for single coverage. In cases where the husband and wife are employed in the school district, they are entitled to two (2) single or one (1) family policy.
- C. The comprehensive major medical insurance shall be Three Million Dollars (\$3,000,000) lifetime maximum per covered individual. All employees will have the PPO Plan. After the deductible has been met, the individual pays 10% or 20% of the costs depending of Plan Schedule Benefits. Following are deductibles/out-of-pocket limits:

	<u>NETWORK PROVIDERS</u>	<u>NON- NETWORK PROVIDERS</u>
Deductible per Calendar Year		
Per Covered Person	\$150	\$300
Per Family Unit	\$300	\$600
Maximum Out-Of-Pocket (including deductible)		
Per Calendar Year		
Per Covered Person	\$650	\$1,300
Per Family Unit	\$1,300	\$2,600

Routine mammograms, pap tests, and prostate cancer tests shall be covered once per year (unless found to be necessary more often by a physician) under the provisions of this Article

- D. The deductible, co-insurance and yearly maximum shall apply to hospitalization/surgical and major medical expenses combined.
- E. The hospitalization and surgical insurance and major medical insurance shall be available to dependents of those individuals who are enrolled in the program. Dependents are defined as: spouse, unmarried dependent child(ren) from birth to nineteen (19) years of age and unmarried child(ren) who are full-time students from age nineteen (19) to twenty-six (26).
- F. In-patient mental disorder and substance abuse treatment shall be subject to a calendar year maximum benefit of forty-five (45) days per person. Out-patient mental disorders shall be subject to a calendar year maximum benefit of forty (40) days per person. Out-patient substance abuse treatments shall be subject to a calendar year maximum benefit of Two Thousand Dollars (\$2,000) per individual.
- G. Open period for all employees is during the month of September with coverage becoming effective October 1st.

Benefit choices for Late Enrollees made during the open enrollment period will become effective October 1st.

A Plan Participant who fails to make an election during open enrollment will automatically retain his or her present coverages.

Plan Participants will receive detailed information regarding open enrollment from their Employer.

- H. Upon termination of employment, the coverage listed in this rule will expire on the dates indicated below:

1. For employment terminating prior to the end of the contract year, the insurance coverage will expire at the end of the month of employment termination.
 2. For employment terminating at the end of the contract year, the insurance coverage will expire at the end of the month during which the last payroll check is received.
- I. The Board shall select the carrier with coverage being equal to or better than existing coverage.
 - J. The Board agrees that a summary of the specifications of the current policy shall appear in the appendix to this agreement (see Appendix E).
 - K. Thirty (30) days prior to any insurance carrier change, the Board shall notify the Association of the intended change. It will provide the Association with copies of the current insurance contract as well as copies of the proposed insurance contract. The Association shall have the right to have a meeting between the Board, or its representatives, the insurance carrier, and selected representatives of the Association to examine the coverage proposed.
 - L. In the event of any carrier change, insurance coverage shall remain equal or better than the coverage described in Appendix E. And that was in force in the 2003-2006 Collective Bargaining Agreement on July 1, 2003.
 - M. Confidentiality of medical information will be maintained. The Indian Valley Schools will not require any personally identifiable medical information other than that reasonably necessary to audit its expenditures. Further, the Indian Valley Schools will not voluntarily release any personally identifiable medical information absent prior appropriate written authorization.
 - N. The Indian Valley Board of Education will maintain like kind or better coverage as insurance program offered as of July 1, 2003. The Health Care Benefits shall not be reduced, modified, or eliminated during the term of the Collective Bargaining Agreement without the written approval of the Association.
 - O. Any member of the bargaining unit who is currently participating in hospitalization, surgical and major medical insurance and who declines to continue coverage will have the opportunity of a Six Hundred Dollar (\$600) buy-out for single coverage or a One Thousand Dollar (\$1,000) buy-out for family coverage for one (1) year unless there is a change in status affecting the member's eligibility for other coverage, payable annually in a lump sum. If this option is taken, the member is not eligible for insurance coverage for one (1) year unless there is a change in status affecting the member's eligibility for other coverage. Application for the insurance buy-outs must be made by September 30 to the Board Treasurer. Payment will be made in a lump sum on or about October 15.

- P. Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first Two Hundred Dollars (\$200) of room and board charges.
- Q. The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.
- R. Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125, if feasible, upon agreement of the Superintendent and Association President.

15.02 Life Insurance

- A. Effective January 1, 2014, the Board shall purchase Thirty Thousand Dollars (\$30,000) of Term Life Insurance from a carrier licensed by the State of Ohio. One hundred percent (100%) of the premium shall be paid by the Board.
- B. The employee has the option of purchasing at his/her own expense an additional Twenty Thousand Dollars (\$20,000) worth of Life Insurance at the same rate which will be payroll deducted. The optional insurance must be selected at the time of employment.
- C. The original insurance may be applied for at a later date, but the applicant would be required to submit to a qualifying examination regulated by the carrier.

15.03 Dental Insurance

The Board shall pay one hundred percent (100%) of the cost of a single plan for each full-time employee. The Board shall pay one hundred percent (100%) of the cost of a family plan for each full-time employee who has eligible dependents. The Board shall select the carrier with coverage being equal to or better than that of June 30, 1999.

15.04 Vision Care

The Board shall pay one hundred percent (100%) of the cost of vision insurance for single and family coverage, by application only, for all full-time employees.

- A. Effective January 1, 2014, the Board shall provide vision care insurance coverage as described in Appendix E, for each member of the bargaining unit and their eligible dependent(s), now and hereafter employed.

B. On or after January 1, 2004 through December 31, 2013, the vision coverage shall be capped at Three Hundred Seventy-Five Dollars (\$375) per individual per 12 months, including any exam.

15.05 An insurance committee will be formed with the superintendent, treasurer, one additional administrator, and three representatives from the teachers' association. The purpose of the committee will be to investigate new types of insurance and communicate with members about insurance issues. At its first organizational meeting of the year, the committee will discuss and establish training procedures. Insurance training will be conducted by an insurance consultant that is mutually agreed upon by the committee. The insurance committee will meet a minimum of twice a year to maintain information and communicate to members regarding insurance coverage.

15.06 The Board shall establish a Section 125 premium-only plan.

ARTICLE 16 – EXTRA CURRICULAR SALARY SCHEDULE

- 16.01 Salaries shall be computed by multiplying the listed ratio by the BA Base Salary.
- 16.02 Adjustments to the extra curricular salary schedule shall occur as the salary schedule increases. Any adjustments will be prorated on the number of days on the appropriate salary schedule.
- 16.03 **EXTRA CURRICULAR SALARY SCHEDULE**

BA-0 Percentage (as decimal equivalent)

POSITION	0-3 <u>Yrs.</u>	4-6 <u>Yrs.</u>	7 or More <u>Yrs.</u>
<u>ATHLETICS – BOYS</u>			
1. <u>FOOTBALL</u>			
Head Varsity	.17	.18	.19
Asst. Varsity	.11	.12	.13
Freshman	.09	.10	.11
Middle School	.09	.10	.11
2. <u>BASKETBALL</u>			
Head Varsity	.17	.18	.19
Asst. Varsity Reserve	.11	.12	.13
Asst. Varsity Freshman	.09	.10	.11
Middle School	.09	.10	.11
Summer Coordinator/ Bidball	\$2,000	N/A	N/A

POSITION	0-3 <u>Yrs.</u>	4-6 <u>Yrs.</u>	7 or More <u>Yrs.</u>
3. <u>TRACK</u>			
Head Varsity	.13	.14	.15
Middle School	.08	.09	.10
4. <u>BASEBALL</u>			
Head Varsity	.13	.14	.15
Reserve	.11	.12	.13
5. <u>WRESTLING</u>			
Head Wrestling	.17	.18	.19
Asst. Varsity Reserve	.11	.12	.13
Middle School	.09	.10	.11

POSITION	0-3 <u>Yrs.</u>	4-6 <u>Yrs.</u>	7 or More <u>Yrs.</u>
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ATHLETICS – GIRLS

1. **VOLLEYBALL**

Head Varsity	.17	.18	.19
Asst. Varsity Reserve	.11	.12	.13
Freshman	.09	.10	.11
Middle School	.09	.10	.11

2. **TRACK**

Head Varsity	.13	.14	.15
Middle School	.08	.09	.10

3. **BASKETBALL**

Head Varsity	.17	.18	.19
Asst. Varsity Reserve	.11	.12	.13
Freshman	.09	.10	.11
Middle School	.09	.10	.11

Summer Coordinator/ Biddyball	\$2,000	N/A	N/A
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4. **SOFTBALL**

Head Varsity	.13	.14	.15
Reserve	.11	.12	.13

POSITION	0-3 <u>Yrs.</u>	4-6 <u>Yrs.</u>	7 or More <u>Yrs.</u>
<u>ATHLETICS – CO-ED</u>			
1. <u>GOLF</u>			
Head Varsity	.07	.08	.09
Middle School	.05	.06	.07
2. <u>CHEERLEADERS*</u>			
High School	.09	.10	.11
Middle School	.07	.08	.09
3. <u>CROSS COUNTRY</u>			
Head Varsity	.07	.08	.09
Middle School	.05	.06	.07
4. <u>FALL, WINTER, SPRING SPORTS ASST'S.</u>			
High School	.11	n/a	n/a
Middle School	.08	n/a	n/a
5. Athletic Director	.19	.20	.21
Asst. to Athletic Director	.06	.07	.08
6. Weight Room Coordinator	\$2,000	n/a	n/a

POSITION	0-3 <u>Yrs.</u>	4-6 <u>Yrs.</u>	7 or More <u>Yrs.</u>
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CLASS RELATED ACTIVITIES

1.	Yearbook	.11	.12	.13
2.	Play Director/Per Play	.06	.07	.08
3.	Newspaper	.05	.06	.07
4.	Student Council			
	High School	.04	.05	.06
	Middle School	.02	.03	.04
5.	National Honor Society	.03	.04	.05
6.	Scholar Challenge	.03	.04	.05
7.	Teen Institute	.02	.03	.04
8.	Middle School Team Leader	.02	.03	.04
9.	Wash. DC Trip Director	.02	.03	.04
10.	6th Grade Camp	.01	n/a	n/a
11.	Spelling Bee	.01	.01	.01
12.	Power of Pen	.01	.01	.01
13.	Voice of Democracy	.01	.01	.01
14.	Envirothon	.01	.01	.01
15.	Math Tournament	.01	.01	.01
16.	Middle School Yearbook	.02	.03	.04

POSITION	<u>0-3 Yrs.</u>	<u>4-6 Yrs.</u>	<u>7 or More Yrs.</u>
17. Middle School Newspaper	.02	.03	.04
18. Middle School Drama	.02	.03	.04
19. Science Fair Coordinator	.01	.01	.01
20. Social Studies Club (Mock Trial)	.02	.02	.02
21. Cyber Club	.02	.02	.02
22. Pep Club	.01	.01	.01
23. Senior Mentoring	.01	.01	.01
24. Catalyst Group	.01	.01	.01
25. STEM Project Leader	.02	.03	.04
26. Elementary Drama	.02	.03	.04
27. Elementary Yearbook	.02	.03	.04
28. Elementary Art Show Coordinator or S.T.E.A.M. Showcase	.01	.01	.01
29. High School Art Show Coordinator	.01	.01	.01
30. Middle School Art Show Coordinator	.01	.01	.01
31. Elementary Music Concert Coordinator	.01	.01	.01

POSITION	<u>0-3</u> <u>Yrs.</u>	<u>4-6</u> <u>Yrs.</u>	<u>7 or</u> <u>More</u> <u>Yrs.</u>
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DEPARTMENT CHAIRS

1. English	.03	.04	.05
2. Science	.03	.04	.05
3. Social Studies	.03	.04	.05
4. Mathematics	.03	.04	.05
5. Special Education	.03	.04	.05

CLASS ADVISORS

1. Senior	.04	.05	.06
2. Junior	.06	.07	.08
3. Sophomore	.03	.04	.05
4. Freshman	.03	.04	.05

Marching Band(Extended Service at the Per Diem Rate)

Assistant Band Director	.08	.09	.10
Concert Band	.02	.03	.04
Concert Choir	.02	.03	.04
Flags	.04	.05	.06
LPDC Chairperson	.06	.06	.06
LPDC (Must attend a minimum of seven (7) full meetings)	.03	.03	.03
Master Teacher Committee (Must have a candidate complete the process)	.01	.01	.01
Mentoring	.04	.04	.04

- 16.04 The duration of all supplemental contracts shall be one (1) year. All supplemental contracts automatically expire at the end of the school year. No supplemental contract will be automatically renewed and the notice of non-renewal requirements contained in ORC 3319.11 shall not apply to supplemental contracts.
- 16.05 Teachers who have years of experience in the Indian Valley Local school District in the same supplemental position shall be paid the experience rates stipulated in 16.03.
- 16.06 Experience shall be defined as years of service in the same sport category or position title, whether the teacher was compensated for that work or not. Teacher must provide satisfactory proof to the Superintendent for service in an uncompensated position.
- 16.07 No teacher shall be required to perform extra-curricular duties for an extra-curricular position which has not been approved by the Board.
- 16.08 Current staff would be placed on the appropriate experience step.
- 16.09 All vacant extra-duty positions shall be announced to the teaching staff.
- 16.10 Selection of extra-duty positions shall be posted.
- 16.11 No extra-duty teacher shall be required to provide transportation for students as part of the extra duty contract. No extra duty teacher shall be required to drive Board supplied vehicles to transport students.

ARTICLE 17 – TRANSFERS

- 17.01 Transfers shall be made by the Superintendent in the following manner:
- A. A teacher may request a transfer to any position in the system at any time. The written request shall be made to the Superintendent and shall state the grade, subject area and/or building the teacher wants to transfer to.
 - B. All transfer requests shall be maintained in a file for one (1) year. If the teacher wishes to keep the request active, he/she must do so in writing prior to the end of the one (1) year.
 - C. Preferential consideration will be given to teachers requesting intra-district transfers over new employees, who have not yet been hired.
 - D. Involuntary transfers shall be a change in teaching position initiated by the Superintendent. A teacher to be involuntarily transferred shall be granted a meeting with the Superintendent to discuss the proposed assignment. The Teacher has the right to have a representative of his/her choice also attend the meeting.

ARTICLE 18 – VACANCIES

- 18.01 A vacancy is an open position, in the Certified Staff classification, as a result of a transfer, resignation, leave, creation of a new position, or any other situations that cause a certificated staff position to be unassigned. A vacancy shall include administrative, teaching, and supplemental positions.
- 18.02 The Superintendent shall cause a vacancy notice to be posted when it becomes obvious that a vacancy will be created.
- 18.03 Alteration of specific class assignments does not constitute a vacancy.
- 18.04 A vacancy created after the school year begins will be posted to be filled at the beginning of the next school year if posting and filling during the current school year is determined by the Superintendent to be disruptive to the educational program.
- 18.05 During the school year all teaching vacancies which occur shall be posted in each building in an area designated by the Principal. Such posting shall remain for five (5) working days.
- 18.06 During June, July and August, when school is not in session, the notice of vacancy will be sent to each certified employee with paychecks or by mail, if necessary. The posting data referred to in 18.05 will be payday or the postmark of the special mailing.
- 18.07 Teachers wishing to be considered for the position(s) open must notify the Superintendent, in writing, within five (5) working days from the date of the posting.
- 18.08 The Superintendent shall give first consideration to the current staff member with the greatest seniority when filling a vacancy.
- 18.09 The final recommendation to the Board shall be made by the Superintendent.

ARTICLE 19 – PROFESSIONAL GROWTH – TUITION REIMBURSEMENT

- 19.01 Employees who take additional credit hours or CEU's which have a relationship to the skills the employees use in their employment in the district, as approved by the Superintendent at an approved college or university, shall be reimbursed for tuition costs, as specified below, upon completion of the course provided the final grade is not below a B.
- 19.02 Employees must apply for tuition reimbursement prior to commencing the class. The Superintendent will notify the employee whether or not tuition reimbursement will occur within ten (10) days of the application. Hours approved for specific courses may not be transferred to other courses.

19.03 The Board will appropriate an amount equal to BA-2 of the base salary.

Up to one-half (1/2) of the BA-2 appropriation will be available on a first come – first approved basis for reimbursement for coursework taken toward earning a K-12 Reading Endorsement, a Master’s Degree in Reading, a Master’s Degree in Literacy, or a Master’s Degree in a content area that compliments a teacher’s state licensure. For such coursework, reimbursement shall be at the rate of up to Two hundred seventy five dollars (\$275.00) per quarter hour and up to Four hundred twenty five dollars (\$425) per semester hour. This reimbursement will be referred to as “targeted reimbursement.” The maximum number of hours to be included under this policy shall be nine (9) semester or twelve (12) quarter hours from September 1 to August 31. Once this one-half (1/2) of the BA-2 appropriation is exhausted from the first come – first approvals, other such coursework will be reimbursed according to the provisions of the other one-half (1/2) of the appropriation. Coursework in areas such as administration, counseling, curriculum, “education,” and the like do not qualify for targeted reimbursement.

The other one-half (1/2) of the appropriation will be used to reimburse employees who take additional credit hours which have a relationship to the skills the employees use in their employment in the district, but are not part of a program as described in the paragraph above. Coursework in areas such as administration, counseling, curriculum, “education,” and the like do qualify for this reimbursement. For such coursework, reimbursement shall be at the rate of up to One hundred seventy dollars (\$170.00) per quarter hour and up to Two hundred fifty dollars (\$250) per semester hour. This reimbursement will be referred to as “general reimbursement.” The maximum number of hours to be included under this policy shall be nine (9) semester or twelve (12) quarter hours from September 1 to August 31. Teachers are also eligible for a one (1) time reimbursement of the expense related to passing an approved state credentialing test that satisfies the teacher credentialing requirements of the Third Grade Reading Guarantee from this one-half (1/2) of the appropriation.

For the first two (2) years of agreement only, additional appropriations will be added to the targeted reimbursement pool as follows:

2013-2014 School Year = the initial ½ BA-2 appropriation + \$20,000

2014-2015 School Year = the initial ½ BA-2 appropriation + \$10,000

One additional provision exists for targeted reimbursement coursework taken during the 2013-2014 school year only: if the total target reimbursement to the bargaining unit exceeds the initial ½ BA-2 appropriation + \$20,000 amount, full targeted reimbursement (\$425 per sem hr or \$275 per qtr hr) can come from the total pool appropriated for all reimbursements. However, reimbursement shall be prorated accordingly if all reimbursements to the bargaining unit exceed the total BA-2 + \$20,000 amount.

19.04 All teachers shall submit either a transcript or verification of the completed coursework by September 15 or March 15, with a copy of the Tuition Reimbursement Voucher to the Superintendent for final approval. The Treasurer shall total the number of quarter hours and semester hours taken by all teachers submitting a form.

For general reimbursement, the Treasurer will convert all hours to either quarter or semester hours and divide into the appropriated sum. This quotient will be the amount paid for each quarter or semester hour taken, not to exceed the quarter or semester amount in 19.03 above. All teachers who have completed, submitted and received preapproval permission will receive tuition reimbursement. Reimbursement payments will be made by September 30th or March 30th respectively.

ARTICLE 20 – DUES DEDUCTION

- 20.01 Deductions for dues for the United Teaching Profession shall be fourteen (14) equal installments beginning in October and continuing through April of each year.
- 20.02 The Association Treasurer will supply the Board Treasurer with signed payroll deduction authorization cards for those employees desiring payroll deduction and the amount to be deducted no later than ten (10) working days prior to the deduction starting date.
- 20.03 The Board Treasurer shall remit the deductions to the Association Treasurer at least monthly.

ARTICLE 21– FAIR SHARE FEE

This Article will become effective once the Association achieves eighty-five percent (85%) membership.

21.01 Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the terms of this contract. The 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.

21.02 Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 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.

21.03 Schedule of Fair Share Fee Deductions

- A. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 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.

21.04 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.

21.05 Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 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.

21.06 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.

ARTICLE 22 – STRS TAX DEFERRAL PICK-UP

- 22.01 The Treasurer of the Board shall contribute to the State Teachers' Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

- 22.02 The total annual salary for each employee shall be the salary otherwise payable under his/her contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- 22.03 The Board's total combined expenditures for employee's total annual salaries otherwise payable under his/her contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items and had this provision not been in effect.
- 22.04 The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, income tax withholding based upon gross income as reported to the respective tax authorities.
- 22.05 The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay.
- 22.06 The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- 22.07 The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.
- 22.08 Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this agreement by the Board.

ARTICLE 23 – TUTORS

- 23.01 Tutors shall be placed on the appropriate experience step and degree column on the salary schedule.
- 23.02 No teacher on the teachers' salary schedule will be reduced to the hourly tutor rate if they are now or become a Chapter I reading teacher.
- 23.03 Tutors' work year and day shall be the same as the teachers' work year and day as stipulated in Article 5 – Teachers' Day and Year in this Agreement.
- 23.04 Tutors will receive all privileges and benefits granted to members of the certified employee bargaining unit.

ARTICLE 24 – RESIDENT EDUCATOR PROGRAM

- 24.01 This article will adhere to the requirements of the ORC. 3301-24-04: Teacher Residency

A. Definitions

For purposes of this agreement, the pertinent terms shall be defined as follows:

- 1. "Mentor" – a member of the bargaining unit volunteering and selected to provide professional support to an individual within the first four years of employment under a classroom teaching certificate/license or an educational personnel certificate.
- 2. "Resident Educators" – a member of the bargaining unit in the first four years of employment under a classroom teaching or educational personnel certificate/license.
- 3. The Bargaining Unit is composed of all certified professional personnel, including Long Term Substitutes, but excluding Casual Substitutes, Supervisors, and Administrative persons. (See Article 1, 1.01)

B. Program Development and Screening Committee

The Resident Educator program was legislated in OAC 3301.24.04.

C. Selection Process and Criteria for Mentor Teachers

Any member of the bargaining unit who meets the selection criteria and wishes to be part of the Mentor Teacher pool shall make his/her interest known to the Curriculum Director or designee.

Criteria for Selection

- a. The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience.
- b. The applicant/nominee must have demonstrated a rating of proficient or higher on their teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screen committee to review the applicant/nominee's evaluations.
- c. The applicant/nominee must hold a valid 5 yr. professional license or 2 yr. provisional that has been renewed two or more times and should currently be teaching in the same area of certification as the Resident Educator. If such an applicant/nominee is not available, the committee will waive these criteria so that the Resident Educator will have a mentor who meets the other criteria listed in this section.
- d. The applicant/nominee must have demonstrated the ability to work cooperatively and effectively with the professional staff members.
- e. The applicant/nominee must have extensive knowledge of a variety of classroom management and instructional techniques and have completed Instructional Mentoring and Resident Educator 1 Training.
- f. The applicant/nominee must have the ability to maintain confidentiality.
- g. Once mentors have been selected, they shall be assigned to mentees in their area of certification and buildings. Should no mentor be available in any area of certification, the committee shall assign a mentor from another area of certification. This may result in a mentor being assigned to a mentee from a different building.

D. Responsibilities

The Mentor Teacher, in concert with the Resident Educator, shall follow the program of professional support for the Resident Educator as legislated by OAC 3301.24.04.

E. Resident Educator Training

Mentor teachers shall be provided with the following:

1. An orientation to mentoring responsibilities;

2. Training in knowledge and skills necessary to perform mentoring responsibilities, i.e., Instructional Mentoring and Resident Educator 1 Training
3. Opportunities to consult with and otherwise assist the assigned Resident Educator person or persons on a regular basis, with adequate time within instructional day allocated for such consultation and assistance. There can be up to nine (9) such consultations per school year, approved by the Superintendent.

F. Restrictions

1. A program of professional support mutually developed by the mentor teacher and Resident Educator shall not be developed or utilized as a part of the evaluation process.
2. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a Resident Educator.
3. All interaction, written or oral, between the mentor teacher and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from this role as mentor teacher.
4. No mentor teacher shall be assigned to more than one year (1) Resident Educator teacher at a time during a school year.
5. A mentor teacher may be assigned to a cohort of Resident Educators in years two (2), three (3), or four (4).

G. Protections

1. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decisions.
2. Not later than six weeks after the initiation of the Resident Educator Program, the Resident Educator may approach the Lead Mentor to attempt to exercise the option to have a new mentor teacher assigned.
3. Not later than six weeks after the initiation of the Resident Educator Program, the mentor teacher may exercise the option of being relieved of a mentoring assignment.

4. No mentor teacher shall be involved in the teacher evaluation process.

H. Compensation

The mentor teacher shall be compensated in the following manner:

1. Released from all other classroom teaching responsibilities for a maximum of one hundred (100) hours during the normal work year. These hours will be determined by the mentor, Resident Educator, and the principal. The building principal will be notified in advance of the released hour schedule. The building principal and/or designee may limit the number of hours of released time.
2. In addition, he/she shall receive a supplemental contract which equals .04 of the BA base salary and shall be adjusted as the salary schedule increases.

ARTICLE 25 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 25.01 The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans. The LPDC will be subject to any and all interim rules and regulations constituted by the State of Ohio.
- 25.02 The term of office shall be three (3) years for teacher LPDC members and one (1) year (with the option for reappointment) for administrator LPDC members.
- 25.03 The LPDC shall be composed of four (4) persons appointed by the Association which shall have one representative from each school in the district, and three (3) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner. The standard posting process will not be applicable to these vacancies. In accordance with HB 770, the LPDC may be reduced to three (3) administrators and two (2) teachers when reviewing an administrator's professional development plans, at the request of the administrator.

When the license of an administrator is being considered, the committee shall be composed of two (2) teachers from the committee designated by the Association President and three (3) administrators.

- 25.04 The Chairperson and LPDC decisions shall be determined by a majority vote of the LPDC.
- 25.05 The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable through the negotiated grievance procedure.

- 25.06 For the life of the contract, the LPDC will meet as deemed necessary by the LPDC, working in collaboration with the Superintendent. The agenda for the meeting will be distributed to all LPDC committee members in advance of the meeting.
- 25.07 Teacher LPDC members shall receive compensation at a rate equal to .04 of the base salary rate on the teachers' salary schedules determined in Article 14 – Salary Provision of the Negotiated Agreement.
- 25.08 Regular meetings of the LPDC will take place outside of the regular work day. However, LPDC members shall be afforded the opportunity to attend training related to performance of their duties, with the understanding that some of these sessions may occur during the regular work day. Such training shall be subject to professional leave restrictions, and will not result in a loss of pay. Training may constitute an appropriate “equivalent” activity for committee members on the LPDC.
- 25.09 Secretarial services, district certificate/license record keeping, and storage of information and files for the LPDC, shall be provided by the Board. The LPDC shall be responsible for appointing a secretary from its own body for note-taking/minutes at its meetings.
- 25.10 The responsibility for keeping track of all necessary certification/licensing requirements are that of the individual professional.
- 25.11 Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual professional. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.
- 25.12 The cost of the individual teacher licensing fee shall be paid by that teacher.
- 25.13 Funding for the costs to operate the LPDC, including member compensation, shall be derived primarily from, but not limited to, the State of Ohio Local Professional Development Block Grant.

ARTICLE 26 – ASSOCIATION RIGHTS

- 26.01 The Association shall:
- A. Continue to have an official spokesperson present at the official meetings of the Board with the right to speak for the Association.
 - B. Have the right to insert materials in the teachers' mailboxes.
 - C. Make use of the bulletin boards which are accessible to teachers only for Association communications.

- D. Be given reasonable time at each faculty meeting and inservice day for announcements by building representatives.
- E. Announcements concerning times and places of meetings and membership information shall be read over the P.A. by the principal as submitted to him/her in writing prior to the usual announcement time.
- F. Have the right to use the inter-school mail service for Association communications.
- G. Have the right to payroll deductions as provided for herein.
- H. Be provided the names and addresses of newly employed teachers following Board approval of their contracts.
- I. Have the right to hold general membership meetings, committee meetings and building membership meetings on school property at reasonable times and so long as there is not interruption of the school day.
- J. Have available nine (9) days of paid leave for Association business per year. A maximum of six (6) days may be used for those individuals elected to attend the OEA Representative Assemblies. Any days not used for the Representative Assembly may be used at the discretion of the Association President with the approval of the Superintendent. The Association President shall notify the Superintendent as soon as possible of the individual(s) using the leave time and the dates being used.

ARTICLE 27 – TUITION WAIVER

- 27.01 A regular member of the certified staff who lives outside the district may enroll his/her child(ren) in the Indian Valley Local School District. No tuition costs will be assessed to the bargaining unit member.

ARTICLE 28 – PROFESSIONAL TREATMENT

- 28.01 Discussions between a member of the bargaining unit and an administrator(s) regarding that individual's performance shall be conducted in private. If the discussion involves evaluation, the discussion shall be in accordance with all applicable provisions of Article 9.
- 28.02 Discussions between a member of the bargaining unit and an administrator(s) regarding student disciplinary referral and/or action shall be conducted in private.

- 28.03 If at anytime during a discussion, a bargaining unit member feels intimidated or threatened, the bargaining unit member has the right to request the meeting be rescheduled and have an association representative present. The administrator also has the right to be represented by a person of his/her choice.
- 28.04 No teacher can be suspended without just cause. Under this provision the Superintendent may suspend a teacher for up to three (3) days with or without pay.

ARTICLE 29 – CURRICULUM DEVELOPMENT

- 29.01 Teachers will be involved in the development of curriculum in the District.
- 29.02 When textbook adoptions and/or curriculum changes are being considered in the District, input from staff will be sought by the Administration. Staff members will be asked to volunteer to serve on such committees.

ARTICLE 30 – DRUG FREE WORKPLACE

- 30.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- 30.02 The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.
- 30.03 The conviction, guilty or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in work or in the work place shall be sufficient grounds to require the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.

ARTICLE 31 – EARLY RETIREMENT PLAN

- 31.01 In addition to the provisions in Article 12 – Severance Pay at Retirement, the Board agrees to pay a lump sum cash payment in the amount of Ten Thousand Dollars (\$10,000) for employees who are eligible to retire within thirty (30) days after the end of the school year in which he or she has thirty (30) years of service in STRS eligibility criteria or is eligible to purchase service credit which would result in thirty (30) years of service credit under STRS retirement eligibility criteria. Thirty (30) years of service must be accrued by June of the year thirty (30) years of STRS retirement credit eligibility is first achieved.

31.02 Qualifications

31.021 Bargaining unit members must have ten (10) years of continuous service with Indian Valley Local Schools.

31.022 Bargaining unit members shall provide certification of service credit by STRS at the time of application.

31.023 Resignations become effective at the end of the bargaining unit members' contractual year and must be submitted for approval at the April Board of Education meeting.

31.03 Application

Bargaining unit members shall submit applications on or before March 31 of the year they retire. Included with the application will be a copy of the most recent notice to the bargaining unit member from STRS specifying total service credit and a resignation to be accepted by the Board on or before April 30, contingent upon the acceptance of the applying bargaining unit member by the Board into this retirement plan.

31.04 Payment

Payment shall be in the amount of Ten Thousand Dollars (\$10,000). Payment will be made the first pay in January of the following calendar year.

ARTICLE 32 – LONG TERM SUBSTITUTES

32.01 A long term substitute, for the purpose of this Agreement, shall be a substitute employed to replace a bargaining unit member who has been granted leave pursuant to this Agreement.

32.02 Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.

32.03 Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term substitute contracts shall automatically expire at the conclusion of the Agreement without further action by the Board, including the nonrenewal of their contract.

32.04 The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes.

32.05 Long term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

32.06 A long term substitute is defined as anyone who serves in the same position consecutively for sixty (60) or more days.

ARTICLE 33 – NONRENEWAL

33.01 A. This provision becomes effective for employees hired beginning with the 2000-01 school year.

B. Nonrenewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Four (4) Years or Less

1. On or before April 30, limited contract teachers who have been employed for four (4) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.

2. This nonrenewal procedure for teachers who have been employed for four (4) or fewer years supersedes all provisions of ORC 3319.11 and ORC 3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to ORC 3319.11 or 3319.111 or through the negotiated grievance procedure.

33.02 The procedural due process and evaluation requirements contained in ORC 3319.11, 3319.111 and Article 8 of this Agreement shall not apply to supplemental contracts. It is further agreed that all supplemental contracts shall have a duration of one (1) year. Members of the bargaining unit who have held a supplemental contract and who are not going to be rehired for the same position will be notified by the Superintendent no later than June 30, but prior to the Board meeting where action is taken to hire individuals for extra duty assignments. However, nonrenewal of a supplemental contract by the Board is not required.

ARTICLE 34 – HIRING OF RETIREES

34.01 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Memorandum of Understanding, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

34.02 A Retiree shall be paid at the zero (0) salary step level regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board shall

not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

- 34.03 A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. Any position for which an employee is a retire/rehire shall be posted each year. The requirements of Article 33 of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C.3319.11 and 3319.111.
- 34.04 A Retiree shall accumulate and may use sick leave in accordance with Article 4 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 19 of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- 34.05 A Retiree shall not be entitled to participate in insurances provided to bargaining unit members under Article 15 of the Negotiated Agreement.
- 34.06 A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under Article 11 of the Negotiated Agreement, or under O.R.C. 3319.17.
- 34.07 A Retiree is eligible for a supplemental contract only on recommendation of the Superintendent. This supersedes O.R.C. 3313.53.
- 34.08 The Board and the Association expressly intend that this Memorandum of Understanding supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.

ARTICLE 35 – DISTRICT PERFORMANCE STIPEND

The district shall pay each bargaining unit member the sum of one hundred dollars (\$100.00) for the district achieving any of the performance measures listed below. If the district achieves more than one of the performance measures listed below, then each additional measure shall be paid at a rate of fifty dollars (\$50.00) per additional performance measure. The said stipend(s) shall be paid on the first payroll in December.

District Performance Measures:

- District Performance Index of A
- District Performance Indicators of A

ARTICLE 36 – NETWORK PRIVACY AND ACCEPTABLE USE POLICY

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

Acceptable and Unacceptable Uses

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system. Staff members should be aware that all email is public domain and there should be no expectation of privacy in regards to email communication.

The following are uses which are unacceptable under any circumstances:

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

As technology changes at such a rapid pace, other uses may arise that jeopardize the safety and security of the district's operational and security needs or the safety and well-being of students and/or staff. In such an event, the Superintendent will work with the Association to communicate to the staff such uses as unacceptable. The collaborative work of the Superintendent, on behalf of the Board, and the Association regarding such use will then be an item of discussion for subsequent negotiated agreements as well. In the event of legislative action that impacts in any way on the topic of network privacy and acceptable use, the Board and the Association will work together for district compliance.

Security and Integrity

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

Staff members shall not take any actions which may adversely affect the integrity, functionality or reliability of any computer (for example, the installation of hardware or software not authorized by the system administrator).

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

Right of Access

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

Legal Ref.: ORC 3313.20, 3313.47
(Children's Internet Protection Act of 2000, 47 USC § 254 (h), (1))

RECEIPT FORM

I acknowledge receipt of the "Network Privacy and Acceptable Use Policy for Indian Valley Local School District Staff Members" of the Indian Valley Local Board of Education.

Signature

Date

PRINTED SIGNATURE

(Sign and date this sheet and return only this sheet to the building secretary.)

ARTICLE 37 – DURATION AND SIGNATURES

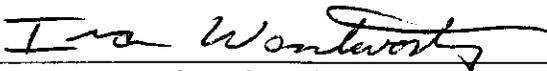
37.01 This Agreement shall be in effect from July 1, 2013 through June 30, 2016.

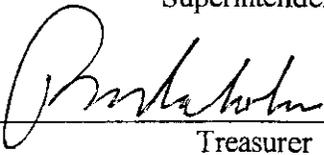
37.02 This Agreement constitutes the entire agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement.

37.03 IN WITNESS WHEREOF, the parties hereunto have set their hands this 5th day of September, 2013 at Gnadenhutten, Ohio.

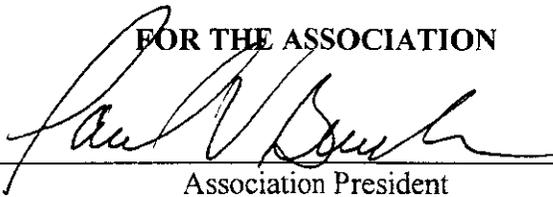
FOR THE BOARD OF EDUCATION


Board President


Superintendent

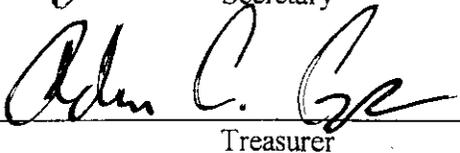

Treasurer

FOR THE ASSOCIATION


Association President


Association Vice-President


Secretary


Treasurer

**INDIAN VALLEY LOCAL SCHOOL DISTRICT
GRIEVANCE FORM**

Appendix A

GRIEVANT'S NAME _____

GRIEVANT'S BUILDING ASSIGNMENT _____

DATE GRIEVANCE OCCURRED _____

DATE OF FORMAL FILING _____

LEVEL GRIEVANCE INITIATED _____

STATEMENT OF GRIEVANCE: _____

REMEDY SOUGHT: _____

SIGNATURE OF GRIEVANT _____

DATE OF SIGNATURE _____

INDIAN VALLEY LOCAL SCHOOL DISTRICT

GRIEVANCE DECISIONS

LEVEL 2: _____

Signature of Administrator _____ Date _____

LEVEL 3: _____

Signature of Administrator _____ Date _____

LEVEL 4: _____

Signature of Administrator _____ Date _____

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.
A COPY OF EACH DECISION MUST BE SENT TO THE ASSOCIATION PRESIDENT AT THE SAME TIME THE DECISION IS SENT TO THE GRIEVANT.

Appendix B

CERTIFIED
INDIAN VALLEY SCHOOL DISTRICT
PERSONAL LEAVE REQUEST FORM

Date of Request _____

Person Requesting Personal Leave: _____

Date Personal Leave to be used: _____ / _____ / _____
Month Days(s) Year

Type of Personal Leave (check one)

Unrestricted Two (2) personal leave days each year are unrestricted, but cannot be used on, or after, the first Monday of May unless the reason is stated: _____

Restricted Circle the appropriate reason for use of a restricted personal day.

- 1. Attendance at or participation in the wedding of an employee, a son or daughter, stepchild, son-in-law or daughter-in-law, brother or sister, brother-in-law or sister-in-law, father or mother, father-in-law or mother-in-law, grandparent or grandchild, niece or nephew.
2. Attendance at or participation in graduation of the employee, a son or daughter, stepchild, son-in-law, or daughter-in-law, father or mother, father-in-law or mother-in-law, grandparents or grandchild, niece or nephew.
3. Required attendance by the employee or immediate family (as described in 4.01b) at an institution of higher education for the purpose of examination, registration or pre-registration conference.
4. Religious holidays.
5. Attendance at or participation in the funeral of a relative or close friend.
6. Attendance at the leaving for or a return from the armed services of a spouse, son or daughter, or a stepchild.
7. Attendance at a court of law as the plaintiff, defendant, witness, or as a participant in the proceedings.
8. Required attendance of the employee at a governmental or professional bureau or office which is not open for business outside of regular school hours.
9. Unexpected home calamities.

Employee's Signature _____

Recommendation of Principal: _____ Approve _____ Disapprove

Principal's Signature _____

Action of Superintendent: _____ Approve _____ Disapprove

Superintendent's Signature _____

**INDIAN VALLEY SCHOOL DISTRICT
TEACHER CLASSROOM OBSERVATION FORM**

Teacher _____

Observer _____

Date _____

Starting Time _____ Ending Time _____

Subject and Grade _____

- Appraisal Scale:
- E – Exemplary
 - G – Good
 - S – Satisfactory
 - NI – Needs Improvement
 - U – Unsatisfactory
 - NO – Not Observed/Not Applicable

Instructional Procedures

- _____ Plans clear goals
- _____ Follows learner objectives for the grade level or subject
- _____ Follows district objectives for the grade level or subject
- _____ Prepares appropriate evaluations of learning
- _____ Knowledge of subject matter
- _____ Uses varied techniques
- _____ Provides for individual student differences
- _____ Evidence of opening and closing of lesson

Comments on observed behaviors:

Management Skills

- _____ Promptly completes accurate reports – interim reports, grades, IEP, etc.
- _____ Maintains proper discipline
- _____ Follows all Board of Education and administrative policies
- _____ Organization of materials/supplies/classroom

Comments on observed behaviors:

Professionalism with Students

- _____ Shows respect, concern, and courtesy towards students
- _____ Shows consistent classroom behavior – fair and impartial treatment towards students

Comments on observed behaviors:

Additional observed behaviors may be noted on clinical observation tools, attached papers, and/or computer-generated forms.

Teacher's Signature/Date

Observer's Signature/Date

**INDIAN VALLEY SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM**

Appendix D

Teacher _____

Observer _____

Date _____

Subject and Grade _____

Appraisal Scale: E – Exemplary
 G – Good
 S – Satisfactory
 NI – Needs Improvement
 U – Unsatisfactory
 NO – Not Observed/Not Applicable

Instructional Procedures

- _____ Plans clear goals
- _____ Follows learner objectives for the grade level or subject
- _____ Follows district objectives for the grade level or subject
- _____ Prepares appropriate evaluations of learning
- _____ Knowledge of subject matter
- _____ Uses varied techniques
- _____ Provides for individual student differences
- _____ Evidence of opening and closing of lesson

Management Skills

- _____ Promptly completes accurate reports – interim reports, grades, IEP, etc.
- _____ Maintains proper discipline
- _____ Follows all Board of Education and administrative policies
- _____ Organization of materials/supplies/classroom

Professionalism with Students

- _____ Shows respect, concern, and courtesy towards students
- _____ Shows consistent classroom behavior – fair and impartial towards students

Professionalism towards Parents, Staff and Community

- _____ Shows respect, concern, and courtesy towards parents, staff and community
- _____ Communicates concerns to parents in a timely and professional manner
- _____ Works in a positive, cooperative, and supportive manner with school personnel

Professionalism

- _____ Properly handles confidential school related reports
- _____ Makes an effort to maintain professional status-attends workshops, in-services, and meetings
- _____ Maintains regular attendance (per state standards)

Additional Administrator Comments:

Teacher Comments:

Additional administrative comments may be noted on attached sheets or computer generated.

Teacher's Signature/Date

Observer's Signature/Date

The signature of the teacher does not imply agreement with the evaluation. The signature of the teacher indicates that he/she has received a copy of the evaluation. The teacher may attach additional sheets for comments.

PPO PLAN

Appendix E

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
MAXIMUM LIFETIME BENEFIT AMOUNT	\$3,000,000 per covered individual	
<p>Note: The maximums listed below are the total for Network and Non-Network Expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.</p>		
DEDUCTIBLE, PER CALENDAR YEAR	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Per Covered Person	\$150	\$300
Per Family Unit	\$300	\$600
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Per Covered Person	\$650	\$1,300
Per Family Unit	\$1,300	\$2,600
<p>The Plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of covered charges for the rest of the Calendar Year unless stated otherwise.</p>		
<p>The following charges do not apply toward the out-of-pocket maximum and are never paid at 100%. Cost containment penalties</p>		
COVERED SERVICES	NETWORK PROVIDER	NON-NETWORK PROVIDER
Hospital Services		
Room and Board	90% after deductible; the semiprivate room rate	80% of UCR after deductible; the semiprivate room rate
Intensive Care Unit	90% after deductible; Hospital's ICU Charge	80% of UCR after deductible; Hospital's ICU Charge
Emergency Room (medical emergency)	90% after deductible	90% of UCR after deductible
Emergency Room (non-emergency)	90% after deductible	80% of UCR after deductible
Skilled Nursing Facility	90% after deductible the facility's semiprivate room rate within 14 days of a 3 day stay no Calendar Year maximum	80% of UCR after deductible the facility's semiprivate room rate within 14 days of a 3 day stay no Calendar Year maximum
Physician Services		
Inpatient Visits	90% after deductible	80% of UCR after deductible
Office Visits	90% after deductible	80% of UCR after deductible

Surgery	90% after deductible	80% of UCR after deductible
Diagnostic Lab & X-Ray	90% after deductible	80% of UCR after deductible
COVERED SERVICES	NETWORK PROVIDER	NON-NETWORK PROVIDER
Home Health Care	90% after deductible	80% of UCR after deductible
Outpatient Private Duty Nursing	90% after deductible	80% of UCR after deductible
Hospice Care	90% after deductible	80% of UCR after deductible
Bereavement Counseling	90% after deductible	80% of UCR after deductible
Ambulance Service	80% after deductible	80% of UCR after deductible
Jaw Joint/TMJ	90% after deductible	80% of UCR after deductible
Occupational Therapy	90% after deductible	80% of UCR after deductible
Speech Therapy	90% after deductible	80% of UCR after deductible
Physical Therapy	90% after deductible	80% of UCR after deductible
Durable Medical Equipment	90% after deductible	80% of UCR after deductible
Prosthetics	90% after deductible	80% of UCR after deductible
Orthotics	90% after deductible	80% of UCR after deductible
Spinal Manipulation Chiropractic	90% after deductible	80% of UCR after deductible
Mental Disorders and Substance Abuse		
Inpatient and Partial Hospitalization	90% after deductible 45 days Calendar Year maximum	80% of UCR after deductible 31 days Calendar Year maximum
Outpatient Mental Disorders Treatment	90% after deductible 40 visits Calendar Year maximum	80% of UCR after deductible 20 visits Calendar year maximum
Outpatient Substance Abuse Treatment	90% after deductible \$2,000 Calendar Year maximum	80% of UCR after deductible \$1,000 Calendar Year maximum
COVERED SERVICES	NETWORK PROVIDER	NON-NETWORK PROVIDER
Preventive Care		
Routine Well Adult Care	100%, no deductible	80% of UCR after deductible
Includes: office visits, pap smear, colorectal exam, mammogram (one per Calendar Year), prostate screening (one per Calendar Year), gynecological exam (one per Calendar Year), routine physical examination (one per Calendar Year), x-rays and laboratory tests.		
Routine Well Newborn Care	90% after deductible	80% of UCR after deductible
Routine Well Child Care	100%, no deductible	80% of UCR after deductible
Includes: office visits, routine physical examination, laboratory blood tests, x-rays and immunizations.		
Organ Transplants	90% after deductible	80% of UCR after deductible

VISION CARE BENEFITS: (Effective January 1, 2014)

Services/Frequency

Exam	12 Months
Frames	12 Months
Contact Lens Fitting	12 Months
Lenses	12 Months
Contact Lenses	12 Months

Co-Pays

Exam	\$ 10
Materials*	\$ 10
Contact Lens Fitting	\$ 25

* Materials co-pay applies to lenses and frames only, not contact lenses.

Benefits

	<u>In-Network</u>	<u>Out-of-Network</u>
Exam(Ophthalmologist)	Covered in Full	Up to \$34
Exam(Optomtrist)	Covered in Full	Up to \$26
Frames	Up to \$200	Up to \$91
Contact Lens Fitting(Standard)	Covered in Full	Not Covered
Contact Lens Fitting(Specialty)	Up to \$50	Not Covered
Lenses (Standard) Per Pair:		
Single Vision	Covered in Full	Up to \$29
Bifocal	Covered in Full	Up to \$43
Trifocal	Covered in Full	Up to \$53
Lenticular	Covered in Full	Up to \$84
Progressive	See Benefits Description	Up to \$53
Contact Lenses **	Up to \$200	Up to \$100
Medically Necessary Contacts	Covered in Full	Up to \$210

** Contact lenses are in lieu of eyeglass lenses and frames benefit.

DENTAL BENEFITS

Calendar Year deductible,
Per Person\$25.00

per Family Unit.....\$75.00

The deductible applies to these Classes of Service:

- Class B Services - Basic
- Class C Services - Major
- Class D Services - Orthodontia

Dental Percentage Payable

Class A Services
Preventative.....100% of UCR

Class B Services
Basic.....80% of UCR

Class C Services
Major.....80% of UCR

Class D Services
Orthodontia60% of UCR

MAXIMUM BENEFIT AMOUNT

For other than Class D – Orthodontia:
Per person per Calendar Year\$2,500

For Class D – Orthodontia:
Lifetime maximum per person \$1,200

Teacher Performance Evaluation Rubric

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

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

Teacher Performance Evaluation Rubric - *continued*

INSTRUCTIONAL PLANNING					
	Ineffective	Developing	Proficient	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> Pre-Conference</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p>
	<p>KNOWLEDGE OF STUDENTS</p> <p>(Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>The teacher demonstrates an understanding of with 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 plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p>	
				<p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>	

Teacher Performance Evaluation Rubric - *continued*

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

Teacher Performance Evaluation Rubric - *continued*

INSTRUCTION AND ASSESSMENT				
	Ineffective	Developing	Proficient	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<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>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>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>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p>
	<p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</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>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>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</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 transitions between learning activities, but occasionally loses some instructional time in the process.</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>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p>
	<p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p>	<p>The teacher welcomes communication from families and replies in a timely manner.</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>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p>
	<p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</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>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>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>

INSTRUCTION AND ASSESSMENT

Teacher Performance Evaluation Rubric - *continued*

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

INSTRUCTION AND ASSESSMENT

Teacher Performance Evaluation Rubric - *continued*

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

Informal Observation: General Form

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

Evaluator Name: _____ Date: ___/___/___

Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

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

EVALUATOR OBSERVATIONS

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

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

Evaluator Name: _____ Date: ___/___/___

Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

Professional Growth Plan

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

- Self-Directed
- Collaborative

Teacher _____
 Evaluator _____

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

 Evaluator Signature

____/____/____
 Date

 Teacher Signature

____/____/____
 Date

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

Section 1: Improvement Statement

List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance

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

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

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated: ___/___/___

Teacher's Signature: _____ Date: ___/___/___

Evaluator's Signature: _____ Date: ___/___/___

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

Improvement Plan Evaluation

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.

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	Ineffective	Developing	Proficient	Accomplished
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/refinement:</i>				
Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/refinement:</i>				
	Ineffective	Developing	Proficient	Accomplished
Final Summative (Overall) Rating				

Check here if Improvement Plan has been recommended.

Teacher Signature

___/___/___
Date

Evaluator Signature

___/___/___
Date

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

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

CERTIFIED FORM
INDIAN VALLEY LOCAL SCHOOL DISTRICT
Certificate of Absence

Appendix G

Name: _____ Date _____

Building Assigned: _____

Total Days Absent: _____

Date(s) of Absence(s): _____

*Definition of Immediate Family for Sick Leave: Spouse, children, step-children, parents, parents-in-law, or other person living in the same household for whom the employee has a legal or custodial responsibility.

*Definition of Death in Immediate Family: Spouse, children, step-children, parents, parents-in-law, or other person living in the same household for whom the employee has a legal or custodial responsibility; sister, brother, grandparents, grandchildren, step-grandchildren, grandparents-in-law, sister-in-law; brother-in-law; son-in-law; daughter-in-law.

_____ Professional Leave (Professional Meeting Request Form Completed and Approved)

_____ Personal Leave (Personal Leave Form Completed and Approved)

_____ Sick Leave

_____ Personal Sick Leave

_____ Immediate Family Sick Leave (Relation to Employee: _____)

_____ Death in Immediate Family (Relationship of deceased: _____)

_____ Other: _____
(e.g., Vacation, Jury Duty)

Employee Signature: _____

Name of Substitute: _____

Principal's Signature: _____

Approved: _____ Disapproved: _____

Comments: _____

Revised 8/2013

MEMORANDUM OF UNDERSTANDING
Between the IVTA and the IV Board of Education

The parties agree that no elementary teacher shall be required or asked by any administrator to perform the duties of team leaders.

** This Memorandum of Understanding is being carried over for the duration of the Agreement from July 1, 2013 to June 30, 2016.*