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NEGOTIATED AGREEMENT

between

the

ANTWERP LOCAL BOARD OF EDUCATION

and

ANTWERP EDUCATION ASSOCIATION

August 1, 2013- July 31, 2016

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ARTICLE I

ASSOCIATION RECOGNITION

A. ASSOCIATION RECOGNITION

The Antwerp Local Board of Education (hereinafter referred to as the Board), recognizes the Antwerp Education Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercise of such rights as set forth in this Agreement and/or as defined and set forth in ORC 4117 for all professional staff members in the employee bargaining unit as set forth in section "B" herein.

B. BARGAINING UNIT

The bargaining unit will be defined as all certificated personnel employed by the Board whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers, guidance counselors, librarians/media, school nurse when B.A. equivalence is held, regularly employed tutors, and substitutes after sixty (60) consecutive days of employment in one assignment for the consecutive period of such employment following the sixtieth (60) day of employment. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals or other administrative personnel, if any, and casual employees shall not be considered to be a part of the bargaining unit.

No teacher, as defined in section 3319.09 of the Revised Code shall be designated as a supervisor, a management level employee, or administrator excluded from the bargaining unit unless he/she is employed under a contract governed by sections 3319.01, 3319.011, or 3319.02 of the Revised Code, and is assigned to a position for which a certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of section 3319.22 of the Revised Code, or is a supervisor certified under division (I) of section 3319.22 of the Revised Code.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

Wherever the term(s) "professional staff member", "staff member", "staff", "faculty member", "employee", or "teacher" appear in this agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this agreement.

The Association President or his/her designee will submit a list of the names and addresses of the elected officers of the Association to the clerk treasurer.

ARTICLE II

ASSOCIATION RIGHTS

- A. The copy of the Board of Education Policies and By-Laws will be placed in the teachers' lounge.
- B. The Board shall provide the one (1) copy of the Board Agenda prior to each regular or special Board meeting, and one (1) copy of the minutes of said meetings. Any financial reports, curriculum reports, and/or related materials shall be provided upon request for the Association at no cost, and as quickly as possible.
- C. The AEA may place an item on the printed agenda for a regular Board meeting. The AEA President will submit agenda items to the Superintendent at least seven (7) days before the meeting.
- D. If the AEA wishes to address the Board on an agenda item, it may do so at the specified time in the Board meeting.
- E. In an attempt to promote good internal communications, the Executive Committee of the AEA will meet with the Superintendent or his designee on the Wednesday (or a mutually agreed upon day) before the regularly scheduled Board meeting.
- F. The AEA shall be permitted the use of the school's facilities for meetings with no rental fee provided they check with the building administrator to make sure that no other organization is scheduled at that time.
- G. The AEA shall have the opportunity to use school equipment at reasonable times by scheduling with the building principal when such equipment is not otherwise in use. The AEA shall pay for the reasonable cost of all materials and supplies incident to such use.
- H. The Board agrees to permit the AEA exclusive teacher organization right to use the bulletin board space in the teachers' lounges for the purpose of posting official notices.
- I. The Board agrees to permit the AEA exclusive teacher organization right to use of teacher mailboxes.
- J. The AEA may make organizational announcements in faculty meetings and have announcements presented over the public address system provided said announcements are limited to time, place, and date of meetings unless the announcement is approved by the building principal prior to its use.
- K. The names, addresses, and phone numbers of all currently employed, and all newly employed certified staff members shall be supplied to the AEA President upon request as such information becomes available.
- L. The AEA President and/or duly authorized representative of the President shall have the opportunity to visit all school areas for AEA business before or after school, or during their duty free lunch, or conference period provided that this shall not interfere with or interrupt normal school operations.
- M. The AEA shall be given time to address the new teachers at the conclusion of the teacher orientation meeting.

N. PROFESSIONAL DUES DEDUCTION

The following payroll deductions will be provided at no cost to the staff member: United Teaching Profession dues - Staff may, at any time until October 1, sign and deliver to the Board an authorization form requesting payroll deductions of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said staff member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

Such deduction shall be made in equal amounts, beginning for all individuals so authorizing with the second pay check in October and for all remaining paychecks for the school year. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount for each said staff member.

Within two (2) days of the receipt of a staff member's written notice to discontinue such deductions, the Board Treasurer shall provide the Association Treasurer notice and the names of such individuals requesting such withdrawal of payroll deduction authorization.

O. FAIR SHARE FEE

Fair Share Fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total annual dues and assessments of the Association from the pay of all bargaining unit members who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of bargaining unit employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

- (i) Sixty days of employment in a bargaining unit position (which shall be the required probationary period) or
- (ii) January 15th.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association on or about January 1 of each year to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will promptly transmit all amounts so deducted to the Association.

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

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

No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

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

Indemnification of Employer

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

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

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically abridged, delegated, granted, or as may be limited by law, or modified by specific and expressed terms of this Agreement, the Board hereby retains and reserves to itself and the Administration all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and constitution of the State of Ohio; including by way of illustration, management's right to: determine matters of inherent managerial policy. (Which include, but are not limited) to areas of discretion or policy such as the functions and programs of the Board, standards of service, its overall budget, utilization of technology, and organizational structure; assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the adequacy of the work force; determine the overall mission of the school district as an educational institution; effectively manage the work force; take actions to carry out the mission of the school district; direct, assign and schedule pupils.

ARTICLE IV

NEGOTIATIONS PROCEDURES

A. "GOOD FAITH" NEGOTIATIONS

Representatives of the Board and the AEA shall negotiate in good faith on salaries, fringe benefits, hours, and other terms and conditions of employment and the continuation, modification, or deletion of any provision of this Agreement. "Good Faith" includes, but is not limited to, the taking of reasonable positions or bargainable issues, an indicated willingness to reach agreement thereon, a search for counter-proposals to proposals not accepted, and refraining from unexplained changes in position or the raising of new issues calculated to avoid the reaching of an agreement. "Good Faith", however, does not require either party to agree to a proposal or make a concession.

B. STATEMENT OF PRINCIPLE

Representatives of the Board and the AEA shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination; provided, however, that no provisions of this agreement shall be construed as authorizing, condoning, or protecting any illegal conduct.

C. PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Requests for Negotiations

Unless extended or otherwise modified by mutual agreement of the parties, if either of the parties desires to open bargaining for a successor agreement, it shall notify the other party not earlier than March 1, nor later than June 1, of the year in which this agreement expires. However, the untimely notification of the desire to bargain shall not preclude either party from opening negotiations. Such written notification from the Association will be addressed to the Superintendent. Written notification from the Board of its desire to open negotiations shall be addressed to the Association President.

Within five days of the receipt of the notice to negotiate, representatives from each of the parties will meet to establish a mutually satisfactory date, time, and place for the first negotiations session. Except where there is mutual agreement otherwise, such first meeting will be held within fifteen (15) days of the receipt of the notice to negotiate.

2. Representatives

Negotiating Teams - the Board, or designated representative(s) of the Board, will meet with representatives designated by the AEA to negotiate in good faith. Each team shall consist of no more than three representatives plus not more than two (2) professional or lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

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

All negotiations shall be conducted in executive session exclusively between said teams.

3. Submission of Issues

All issues proposed by AEA or the Board for discussion shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties.

4. Item Agreement

As items receive tentative agreement, they shall be reduced to writing and initialed by each party.

5. Schedule of Meetings and Agenda

Unless the parties have reached impasses, before any negotiation meeting is completed, the parties shall establish a mutually agreeable date, time and place for the next meeting.

6. Caucus

Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty minutes, to caucus, unless extended time is mutually agreed upon.

7. Information

The Board and Superintendent agree to furnish the AEA's negotiating committee, upon request, and in reasonable time, both prior to and during negotiations, all regularly maintained and public information as will assist the AEA in developing intelligent, accurate, and constructive programs on behalf of the bargaining unit.

Upon request and within a reasonable period of time, the Association will furnish the Board's negotiating team all available information necessary to support the Association's proposals.

Personal notes and/or rationale developed to support proposals shall not be construed as information available for exchange except as may be divulged as a part of a proposal or as otherwise may be released by the respective parties.

D. LENGTH OF NEGOTIATIONS

Negotiations shall be for a term of sixty (60) days or less, unless mutually agreed to extend the time limits.

E. AGREEMENT

If agreement is reached on matters being negotiated, the tentative agreements shall be reduced to writing and submitted to the Association and the Board for their consideration. Following ratification by the Board and the Association, four (4) copies of the agreement shall be executed by the parties. Each party shall retain a true copy of the agreement. One copy shall be submitted to the State Employment Relations Board (hereinafter referred to as SERB) pursuant to its rules and one copy shall be retained by the agent of record.

F. IMPASSE PROCEDURE

IMPASSE

1. Mutually Agreed Alternate Dispute Resolution Procedure:

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

2. Responsibilities:

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

3. Mediation:

If agreement is not reached on matters being negotiated at the end of the negotiating period or not later than forty-five (45) calendar days prior to the expiration date of this Agreement, either party may declare an impasse and request that an impartial mediator be appointed by FMCS or, the mediator may be selected by agreement between the parties. If this mediator is not able to assist the parties in bringing the issues to resolution within thirty (30) days, a mediator will then be selected from one or more of those provided by the American Arbitration Association. In the event that the parties, after having received and reviewed three lists of proposed mediators, are unable to agree on the selection of a mediator, the mediator will be selected by the American Arbitration Association pursuant to its rules for voluntary mediation.

Both parties hereby agree that the mediators shall have this right to hold meetings with the negotiation's parties and to give, upon request, such information as the mediator deems necessary in an effort to reach resolution.

Except by mutual written consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of the declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time. Any cost of securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

G. FINAL FORM

As soon as practicable, but not later than forty-five (45) calendar days after ratification, the agreement shall be printed with a Table of Contents including all appendices, in booklet form by the AEA and distributed to all certified personnel. The AEA shall be provided 10 additional copies for their use. Each Board member will receive one copy, the treasurer, two copies, and the administrators will receive a total of six (6) copies. The cost of printing shall be shared equally by the Board and the AEA.

ARTICLE V

GRIEVANCE PROCEDURE

The Antwerp Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

A. PURPOSE AND OBJECTIVES

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Antwerp Education Association, agree that grievance proceedings shall be handled in a confidential manner.

B. GRIEVANCE DEFINED

A "Grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of (1) any provision of this Agreement, (2) past practice, (3) fair treatment, (4) administrative rules or regulations and/or (5) Board policies and procedures, and/or (6) any health or safety working condition(s).

C. GENERAL PROVISIONS

1. An individual teacher may initiate a grievance or may elect to have the Association initiate a grievance on their behalf.
2. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers. The Association may bring a grievance on behalf of an individual bargaining unit member, or group of members for any alleged complaint pertaining to rights, power or authority granted by the Master Agreement to the Association.
3. A grievance shall be reduced to writing and include: (a) the alleged violation; (b) relief sought; and (c) date of initiating procedure.
4. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.
5. Representation of choice may be used by all or any party involved in the grievance procedure at all levels except that the aggrieved may not be represented by an officer, employee, or representative of any teachers' organization other than the recognized association. When the grievant is not represented by the Association, the Association shall have the right at its request to have its representative present, to state the views of the Association and offer testimony at all stages of the grievance procedure if the grievance involves an alleged violation, or misinterpretation of the agreement. In no case shall the administration by-pass the Association representative, once selected by the grievant, and communicate directly with the grievant.

- In such cases, the president of the Association or his designee and the grievant shall receive prior notice of each meeting held to resolve a grievance formally filed.
6. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
 7. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
 8. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within the realm of his/her responsibility or control. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.
 9. The resolution to a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
 10. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
 11. The Board, the Administration and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of any grievance. Should the investigation and/or processing of any grievance require that a teacher and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.
 12. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall have provision for: initial presentation of grievant's case, presentation of administration's case, cross-examination and/or questioning, and final summaries, with either party having the right at its option to waive any or all of the foregoing.
 13. A grievance may be withdrawn at any level without prejudice or record.
 14. No record, document, or communication concerning a grievance shall be placed in the personal file of any participant involved in the procedure herein described.
 15. "Days" as used in this procedure shall be any day Monday through Friday exclusive of negotiated or school observed or federally recognized holidays or any day on which school is closed due to calamity or otherwise.

D. GRIEVANCE PROCEDURE

Informal Level

An alleged violation shall be first discussed informally with the appropriate administrator prior to initiation of a formal grievance procedure.

Formal Level

Level I - Administration

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator within thirty (30) days from the time the grievant could have reasonably been expected to know or be aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within seven (7) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

Level II - Superintendent

If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he may within five (5) days of receipt of such written response, submit his written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within seven (7) days of the request.

The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance.

Level III - Board of Education

If the grievant is not satisfied with the disposition made by the Superintendent, the grievant and/or Association representative shall initiate Level III by completing a proper Grievance Report Form and submitting the same to the Board by filing a copy with the Treasurer of the Board within five (5) days of the receipt of the disposition from the Superintendent. Notification of such appeal shall also be given to the Superintendent at a special or at the next regularly scheduled Board meeting, but not later than thirty (30) days from the receipt of the appeal, the Board shall meet with the grievant and/or the Association representative and the Superintendent or his designee, to review such grievance or by mutual agreement, may submit it to Level IV. Thereafter, the Board shall make its disposition in writing within seven (7) days of the meeting period. A notification of such disposition shall be furnished to the grievant, the Association and the Superintendent.

Level IV - Arbitration

If the grievant and/or Association is not satisfied with the disposition of the Board of Education, the Association may within ten (10) days of the receipt of the disposition of the Board, submit the grievance to an impartial arbitrator by filing a request for arbitration with the Superintendent. The demand for arbitration with the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with its rules, which rules for voluntary labor arbitration shall likewise govern the arbitration proceeding. A second and/or third list may be requested by either party. The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement and Board policy, rules, regulations, practices, and/or procedures affecting members of the bargaining unit are contrary to law.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his decision the arbitrator shall first rule upon the jurisdiction issues and, if he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him/her. His/her decision, when so rendered as required by law, will be binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE VI

EMPLOYMENT PRACTICES

A. EQUAL EMPLOYMENT OPPORTUNITIES

Employment practices in the Antwerp Local School District shall be in accordance with federal and state laws, specifically Title VI and VII (Civil Rights Acts of 1964), Equal Pay Act of 1963, Title IV (Education Amendments of 1972), and Section 504 of the Rehabilitation Act of 1973, and all such practices, consistent with the total educational program, shall reflect a dedication to providing equal employment opportunities without regard to race, color, creed, national origin, sex, or handicap as defined by these laws; all employment applications and notices shall carry the label, "An Equal Opportunity Employer."

B. SENIORITY DEFINED

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

Seniority shall begin to accrue from the first day worked in a bargaining unit position.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

Except for military leave which shall count toward seniority, time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard for the position to which the staff member is assigned.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as set forth above.

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

EQUAL SENIORITY

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above. Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee who has the greatest number of accumulated days of full-time or part-time service as a regular employee or substitute service in the district not previously counted as continuous employment, and then;

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then;

The date the staff member signed his/her initial contract in the district, and then if a tie still remains, by lottery, with the most senior being designated as the employee whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

SUPERSENIORITY

For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

Once continuing contract status is acquired, the date of hire will determine seniority.

LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Employer.

POSTING OF SENIORITY LIST

A current list of the members of the bargaining unit by seniority within areas of certification shall be maintained in the Superintendent's office and available upon request.

C. ASSIGNMENT

Prior to the end of each school year, each principal will meet with each affected professional staff member of his/her staff to discuss proposed assignments for the next school year, if changes are being considered.

If a change in teaching and/or room assignment is made, written notice will be authorized by the Superintendent or his/her designee and will be given to the professional staff members prior to the close of the school year which shall include the following:

1. Subject(s) and/or Grade(s) to be taught and room assignment(s).
2. For secondary teachers tentative number of pupil contact periods and preparations per day, and tentative number of pupils in the school day.
3. For elementary teachers the tentative class size.

The Superintendent, in consultation with the professional staff member, shall make every attempt to mutually work out any changes in teaching assignment necessary following subject notification. If no agreement on the assignment change can be reached, the Superintendent may utilize section No. E3 to effectuate a transfer or change in assignment.

D. VACANCIES

It shall be the obligation of the professional staff individual to make known to the principal and superintendent in writing their desire for reassignment should vacancies occur. (See Article V, Section C2)

General vacancies will be noted in the Board agenda and news releases when a position is known to be open. Vacancies will be posted via email to all staff members. In addition to the email, when school is not in session, an alert will be sent to staff members advising them of the opening. The posting shall include the position available and requirements for the job.

Applications from current, full-time employees shall be given first consideration. A new application is necessary for each position posted.

Any professional staff member shall, upon request, be mailed a copy of the list of vacancies and/or newly created positions during the summer when school is not in session.

Such applications must be submitted to the central office by 4:00 p.m. within ten (10) days of the original posting date.

If the Superintendent has not received any application from current staff members within the specified time or in the event none of the applicants is qualified, he/she may then consider applications from outside the school system.

The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointments shall be in effect until selection procedures are completed, but not beyond the current school year and not to exceed sixty (60) days, whichever is shorter.

In selecting a candidate to fill a vacancy, the following criteria shall apply:

- a. Instructional requirements;
- b. Individual qualifications;
- c. Staff availability and experience;
- d. Special criteria established by the administration to achieve staff balance or better staff utilization;
- e. Seniority.

In all cases, the person most qualified for the position will be offered the contract. This does not preclude the Board from hiring a more qualified individual from outside the system.

If two candidates are otherwise equally qualified, the vacancy shall be filled on the basis of seniority and experience within the school system except that if two persons are otherwise equally qualified and one applicant can offer a valuable extra service to students, such as supervision of extra activities or coaching, consideration will be given to them.

When transfer or selection is not approved, the Superintendent, shall, upon request, confer with the professional staff member indicating the reason(s) why transfer or selection was not approved. Such conference shall be given to professional staff

members not later than five (5) days after the vacancy has been filled unless otherwise extended by the parties.

E. TRANSFER AND REASSIGNMENT

1. General -

In the determination of teacher or administrator initiated reassignment and/or transfer, the convenience and wishes of the individual teacher will be considered and honored to the extent that they do not conflict with the instructional requirement and best interests of the school system.

2. Voluntary - Reassignment

A teacher may at any time request a transfer by submitting such a request to the Superintendent through the Principal. All such requests shall expire July 10th of each year.

If the teacher has requested immediate transfer and no vacancy exists, and the transfer is not approved by the Superintendent, the Superintendent or his designee shall notify the staff member within five (5) working days of the reasons for denial of the requested transfer.

However, the request shall be retained by the Superintendent for consideration under Article VI (C) entitled Vacancies until an appropriate vacancy occurs or the request expires, whichever comes first.

3. Involuntary Transfer & Reassignment -

When an involuntary transfer is necessary, a teacher's area of certification, length of service in the school system, length of service in the building, and other relevant factors, including legal requirements, will be considered in determining which teacher is to be transferred.

Prior to any formal announcement, a conference shall be held between the affected professional staff member and the building principal explaining the reasons a transfer of the individual is being considered.

Professional staff members being transferred as a result of principal initiated requests or administrative initiated requests shall be informed before the end of the school year, and if a suitable opening(s) exist, the professional staff members shall be reassigned before the closing of school.

Professional staff members subject to involuntary transfer shall be offered a choice of available assignments for which they may qualify at the time any transfer is being considered.

Any professional staff member subject to an involuntary transfer after July 10 shall be permitted to resign without prejudice until August 1 or if notified of transfer after that date shall be permitted to resign without prejudice within two (2) weeks from the date of notification. Neither the Superintendent nor the Board shall request a suspension or removal of the staff member's teaching certificate should that

person choose to resign. The administration shall give a recommendation of said professional staff member which is unbiased by the resignation.

F. TEACHER CONTRACTS

All members of the bargaining unit shall be issued written contracts for teaching, extended service and/or supplemental duties to be performed. Such individual contracts of employment with bargaining unit members shall in all respects be consistent with the terms of this Agreement, which shall be deemed incorporated by reference in such individual contracts. Such contracts shall be of two types: limited contracts whose duration shall be for a period of one to three years or; continuing contracts. Supplemental contracts shall be considered limited contracts. All contracts shall include the following:

1. Title and/or nature of the position;
2. Compensation;
3. Basis for the placement on the salary schedule or the amount of compensation;
4. Type of contract (limited or continuing)
5. Duration of the contract.

Job descriptions will be provided at the time the contract is offered or upon request to any interested person.

G. SEQUENCE OF CONTRACTS

1. Upon initial employment of a teacher, the contract of employment shall be for a term of one (1) year; if re-employed at the conclusion of each contract, the subsequent contract shall be as follows:
 - a. Second contract - 1 year
 - b. Third contract - 2 years¹
 - c. Fourth contract - 3 years¹
 - d. Subsequent contract shall be for three years duration except as specified in 2.a. below.¹

All teachers presently on a multi-year contract shall be granted a subsequent contract of equal or greater duration unless given a one (1) year contract under subsection G2 or non-renewed.

Professional staff members new to the system with previous teaching experience outside the district may be offered an initial contract of up to two (2) years duration at the discretion of the Superintendent. Subsequent contracts to such staff members shall follow the contract sequence noted above.

2. Upon the recommendation of the Superintendent, the Board may grant a one (1) year contract on the following conditions:
 - a. The Superintendent shall notify the teacher, in writing, on or before the 30th of March of his/her intent to recommend such contract, with reasons directed

¹ If a teacher requests a contract of lesser duration, such request will be honored.

at the professional improvement of the teacher. Any teacher so notified shall be entitled to a conference with the Superintendent with representation of choice and afforded the opportunity to respond to the reasons listed in said notification. The conference shall be held within ten (10) school days of the request for same. The Board shall so notify such teacher on or before the 30th of April of its action upon the Superintendent's recommendation.

- b. Upon the completion of the contract, the teacher must be advanced to the next multi-year contract or notified of the Board's intent not to renew such contract pursuant to law. (See Article VI, Section L. Non-renewal)
3. Continuing contracts shall be issued as provided by the Ohio Revised Code 3319.11. A bargaining unit member must keep a copy of his/her current teaching certification(s) on file with the Superintendent. Where any staff member will be eligible for continuing contract status, such member will have on file, prior to the April Board meeting, appropriate certification or evidence that such certification will be fully effective prior to the next school year.

Continuing contracts shall be granted by the Board in keeping with the Ohio Revised Code, except that it shall be the responsibility of the bargaining unit member to inform his/her building administrator in writing of his/her potential eligibility for a continuing contract prior to October 1. The Superintendent may recommend an extended limited contract of one (1) to two (2) years prior to the vote on a continuing contract. Such recommendations shall be based on the evaluation procedure and shall include reasons directed toward improvement, a plan for administrative assistance and criteria for success. The Board may approve an extended limited contract upon the recommendation of the Superintendent by a simple majority vote. All other restrictions of the extended limited contract as found in the Ohio Revised Code shall apply. Upon meeting the requirements of continuing contract status as defined in ORC 3319.11, a staff member will be recommended to the Board for continuing contract at the April Board meeting.

A complete list of requirements for meeting continuing contract status can be found in the Ohio Revised Code 3319.11 and 3319.08. This listing shall supersede the following summary:

1. A teacher who was initially issued a teacher's certificate or educator license prior to January 1, 2011 becomes eligible upon meeting the following conditions:
 - a. A teacher must hold a professional, permanent, life teacher's certificate or a five (5)-year license.
 - b. The teacher has completed the applicable one of the following:
 - i. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has started and completed 6 (six) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

guidelines shall not be considered an appropriate area for criticism in evaluation unless the evaluator can provide a reasonable basis for such criticism.

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

No teacher shall be criticized or otherwise threatened in the evaluation procedure on the basis of that teacher's verbal expression of dissent in regard to the evaluator's academic, administrative or professional decisions, provided the teacher's verbal dissent has been expressed in ethical and professional manner. Likewise, an evaluator shall have the right to express dissent regarding the teacher's professional and academic decisions provided the dissent is expressed in an ethical and professional manner.

I. EVALUATION PROCEDURE

1. General

A competent staff is the essential element of a good, effective educational system. Personnel evaluation should be a positive and objective process oriented toward professional growth. It is imperative to remember that the purpose of evaluation is not to prove incompetence, but to improve and enlarge the scope of professional skills of the individual staff member and to improve the working relationships between the instructional and administrative staff, thus providing an ever growing, ever improving educational system from which students will benefit.

The Teacher evaluation procedure contained in this agreement applies to the following employees in the District:

- a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
- b. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
- c. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.
- d. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
- e. All other teachers not covered by a-d above will be evaluated using the same agreed upon evaluation procedure, with the appropriate rubric for each position (see appendix H and I).

The purpose of the evaluation procedure is also to provide a definite written record of a staff member's work performance to be used:

- a. As evidence of a bargaining unit member's performance;
- b. For consideration of advancement of position or the award of continued employment;
- c. As reference material (for recommendation to other school systems or employers);
- d. As reference for the improvement of instruction.

2. Definitions:

Formal Observation: A formal classroom or work assignment visitation(s) in which the credentialed evaluator observes staff members in the process of classroom instruction and/or supervision or otherwise in the performance of their assigned duties.

Walkthrough Observation: Direct information procured by an informal observation of staff members in the classroom.

Casual Observation: Direct information procured by observation of staff members outside the classroom during the work assignment.

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

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

Evaluation Procedure: The evaluation process as a whole, including walkthrough observations, formal observations, and the evaluation report.

Evaluation Factors: The two factors, which are required by law and weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.

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

Student Growth Measure (SGM): A tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor,

the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and/or from local measures of student growth based on student learning objectives (SLOs) or other student growth measures. SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

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

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

Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings.

Teacher of Record: Teacher responsible for assigning the grade to the student.

Linkage: The process of connecting the teacher of record to a student's and/or defined group of students' achievement scores.

Shared Attribution: The practice of sharing student(s) achievement scores amongst a collaborative group of appropriately licensed educators.

Evaluation Instruments: The process and forms used by the teacher's evaluator. (Forms are located in the Appendix.)

Credentialed Evaluator: An administrator who has completed the ODE certification process.

Professional Growth Plan: Document to help teachers focus on areas of professional development that will enable them to improve their practice. Used for teachers with student growth ratings *Above Expected Growth* or *At Expected Growth*.

Professional Improvement Plan: Document developed in response to ineffective ratings in performance and/or student growth. Intended to identify specific areas for improvement of performance and for identifying guidance and support needed to help the teacher improve.

3. Performance Expectations: At the beginning of each school year (prior to October 1), the administration shall acquaint all bargaining unit members of the school

district's performance expectations, evaluation procedures, criteria, and instruments which may subsequently be used in the evaluation process, and will clearly set forth in writing and distribute same to all bargaining unit members who have not previously received such performance expectations and evaluation procedures, criteria and instruments. A conference between an individual bargaining unit member and his/her credentialed evaluator or principal may be necessary to establish individual goals.

A teacher's performance shall be assessed based on the standards for the teaching profession using the criteria set forth in the evaluation instruments in this agreement.

4. Criteria and Standards for Conducting Evaluations:

Bargaining unit members shall be evaluated on his/her work/classroom performance and information concerning teacher performance gathered from, formal observations, walkthroughs, and casual observations, including evidence provided by the teacher after fair and reasonable observations of the bargaining unit member by the credentialed evaluator charged with the responsibility of evaluating that bargaining unit member. Work performance shall include those duties normally assigned and expected of bargaining unit members.

All formal monitoring or formal observation of the work performance of a bargaining unit member shall be conducted openly and with full knowledge of the affected bargaining unit member. The use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring or observing the work performance of a bargaining unit member will be permitted only with the bargaining unit member's written consent.

In the event any employee performs work under the supervision of more than one credentialed supervisor, the evaluation of the affected bargaining unit member's work performance shall be completed by one credentialed evaluator with evidence from his/her supervisors. Said designation will be known by October 1 of each year.

Observations will be conducted only on days when normal classroom procedures can be expected. Thus, bargaining unit members will not be observed for the purpose of a formal evaluation observation on the day before or after a holiday recess, nor the day after extended absence, on Staff Development released-time days, or on the first or last day of a marking period.

5. Evaluation Process

Administration will be required to perform evaluations on all applicable teachers at least once a year except as may be determined for teachers rated "Accomplished." Evaluations will be conducted by "credentialed evaluators" (See Appendix C for a list agreed upon by the Association and Superintendent) as set forth in R.C. 3319.111(D).

A rating will not be assigned to a teacher if the evaluation procedures are not complete.

All evaluations will be completed by May 1 of each year.

The evaluation shall consist of at least two (2) observations per evaluation, except for teachers under consideration for non-renewal who shall be observed at least three (3) times per evaluation and except as may be determined for teachers rated "Accomplished." No observation shall be less than thirty (30) minutes.

Formal observations shall not disrupt and/or interrupt the learning environment in the classroom.

Each observation shall include a pre-observation in-person conference between the teacher and the evaluating administrator, in order for the teacher to explain plans and objectives for the work situation to be observed. The evaluator will arrange a date and time for the pre-conference at least three (3) school days in advance. All formal observations shall follow within five (5) school days of the pre-conference.

A post-observation in-person conference will take place between the teacher and the evaluating administrator after each observation at which time the administrator will review the observation. This conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.

Teachers shall be given the opportunity to provide evidence to support all aspects of the evaluation process.

Written instructions and group SGM trainings shall be presented annually to the teachers no later than October 1 or in the case of a teacher employed following the initial training, no later than 20 days after initial employment in the District.

A teacher may request a formal observation at any time in addition to those required by this procedure, although such request does not create an obligation for any additional observations.

Any evaluation which is ineffective or has below expected growth levels must be accompanied by a written improvement plan as required by law and the means by which to improve.

SGM value added scores shall be prorated proportionate to the value added class schedule of a teacher related to courses with assigned grades.

6. Walkthroughs

Walkthroughs shall be included as part of the data/information gathering process. However, where such an observation may result in a criticism of the faculty member, a conference must be held between the evaluator and the affected faculty member in which there is an opportunity for the faculty member to review and respond to any incident observed prior to the

placement of any written record of such observation in the faculty member's evaluation. Such conference shall occur within five (5) school days following such walkthrough. No walkthrough may become a part of the evaluation unless the evaluator has discussed the walkthrough with the faculty member prior to the evaluation report. Such an observation shall not be considered one of the minimum number of formal observations to be conducted during the year.

A walkthrough shall be used for evaluation and professional development purposes that focus on one or more of the following components:

- a. Evidence of planning;
- b. Lesson delivery;
- c. Differentiation;
- d. Resources;
- e. Classroom environment;
- f. Student engagement; and,
- g. Assessment.

A walkthrough, for the purpose of gathering information for the evaluation, shall be at least 2 minutes, but not more than 10 consecutive minutes in duration.

The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough within five (5) school days.

No more than 15 walkthroughs shall be conducted each year for the purpose of gathering evidence for the evaluation.

Walkthroughs can be requested by a teacher in addition to employer initiated walkthroughs, but a request by a teacher shall not create an obligation to perform a walkthrough.

Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

7. Formal Observations

Faculty members new to the system or those being considered for nonrenewal of their contract will be observed by their evaluator at least three (3) times with each successive observation not less than twenty-five (25) school days apart. Each formal observation will be for one full class period or of sufficient length in order to watch the complete development of the lesson, but, in any event, such observation shall not be for less than 30 minutes in length. The first such observation will be completed prior to November 1st, the second prior to February 16th, and the third prior to April 15th. One evaluation will be completed by the first day of May. The teacher shall receive a written report of the results of the evaluation by the tenth day of May.

Faculty members with at least one year of experience in the school district will be formally observed a minimum of two (2) times with each successive

observation not less than twenty-five (25) school days apart. Each formal observation will be for one full class period or of sufficient length in order to watch the complete development of the lesson, but, in any event, such observation shall not be for less than 30 minutes in length. The first such observation will be completed prior to February 16th and the second prior to April 15th. One evaluation will be completed by the first day of May. The teacher shall receive a written report of the results of the evaluation by the tenth day of May.

A bargaining unit member may request additional classroom visitations by any other administrative personnel in the district with written reasons for the request. Such a request, if granted, will be granted within a reasonable time (usually not to exceed five (5) days). Should a teacher desire an additional observation by a properly qualified credentialed evaluator other than his/her immediate supervisor, the request should be made to the Superintendent of Schools. The Superintendent shall decide if the teacher's request for an additional observation will be granted. If so, the Superintendent will select another qualified credentialed evaluator from the agreed upon list.

8. Post Conference and Evaluation Report

All formal observations shall be followed, within five (5) school days, by a post conference between the evaluator and the faculty member involved. This post conference will provide for the discussion of the teaching performance and any question which may arise from the formal observation. The time constraints for the conference above will be modified by illness or other emergency or by mutual agreement between the evaluator and the faculty member concerned.

Within five (5) school days following each of the formal observation(s) and post conference(s), the evaluator shall provide a report summarizing the faculty member's performance. This report shall acknowledge the areas of reinforcement and refinement, along with noting all data used for the conclusions reached. The report will acknowledge any circumstances which may adversely affect a faculty member's performance including, but not necessarily limited to: unusual class size, special learning disabilities students, or abnormal physical facilities.

All criticisms shall be supported by data and/or with specific, written comments pertaining to direct observations by the principal or supportable data. Professional judgment shall be made based on observable or measurable outcomes of the teaching/learning process or of assigned duties.

The faculty member shall sign all completed observation or evaluation forms. Signing any form shall not signify agreement or disagreement with the substance of such items. The faculty member shall be provided with a true copy of the observation report or evaluation, at the time of signing.

Any comment or rebuttal to the post conference summary or evaluation the employee wishes to make shall be reduced to writing and attached to the evaluation.

9. Framework for Improvement of Deficiencies

Should deficiencies be recorded in the evaluation of a faculty member, the evaluator shall provide the faculty member with specific nature of the deficiency, with specific, reasonable, written recommendations for improvement and shall provide positive assistance and resources necessary to implement such recommendations. Except where immediate remedy can be effectuated, the faculty member shall have a minimum of twenty (20) school days from the date of the post conference in which to make corrections or improvements of any noted deficiencies.

10. Skilled Rating

In order to allow the Board and Association an opportunity to refine the evaluation process, all teachers will receive a "skilled" rating for *Teacher Performance on Standards*, which currently comprises fifty (50%) of the summative rating. Student Growth Measures will not be used to compare teachers for the purpose of non-renewal, termination, or reduction in force. These provisions expire with the ending date of the contract.

11. Reopener

In the event of changes in the ORC related to teacher evaluation, if either party requests a reopener, the contract will be reopened to negotiate only the specific areas affected by those changes in the law.

12. SGM Agreement

The board and association agree to use the minimum required by law with respect to vendor assessments' percentage calculated into the student growth measure. Changes to the percentage applied to the student growth measure calculation may occur as agreed upon by the association and board.

13. Final Rating Reporting

The District shall only report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating. The report shall only be by institution and year of graduation from that institution.

J. COMPLAINT PROCEDURE

Complaints against professional staff shall be handled in a consistent manner. Individuals lodging a complaint(s) shall be urged to first discuss the matter with the staff member against whom the complaint is being brought.

Complaints lodged with the administration shall be brought to the attention of and discussed with the affected staff member(s) by such administrator(s).

If requested by the complainant or the staff member, a conference involving the staff member, the appropriate principal and the complainant will be arranged at a mutually convenient time to discuss said complaint.

If after the meeting with the staff member, parent and principal, there is a basis for the complaint, the principal may take action appropriate to the nature and severity of action or basis giving rise to the complaint except that the principal may not take any action not specifically authorized by law or the terms and conditions of this agreement.

If the complaint is not resolved through the action of the principal, it may be appealed to the Superintendent who will hold a conference arranged at a mutually convenient time to discuss said complaint. If after the meeting with the staff member, parent, principal, and Superintendent, there remains a basis for the complaint, the Superintendent may take action(s) specifically authorized by law or the terms and conditions of this agreement and appropriate to the nature and severity of action or basis giving rise to the complaint.

Any affected staff member(s) shall be entitled to Association representation at each step of this procedure and shall be informed of such right prior to each such conference and/or discussion.

Nothing contained herein shall be construed as a waiver of any of the rights or privileges otherwise accorded by law or this Agreement.

K. PERSONNEL RECORDS

The Superintendent of schools shall provide for the maintenance of an employment record of each certified staff member of Antwerp Local Schools. This shall be considered the only official file of recorded personnel information of professional staff members maintained by the board and Administration. Such file(s) shall be current.

Upon reasonable advance request, individual staff members shall have access to their personnel file. The staff member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from such member.

Members of the Administration authorized to use such personnel files shall be limited to the Superintendent, the Treasurer and building principals directly related to supervision of that staff member.

All materials placed in the personnel file of the staff member shall include the following:

1. Date the item was placed in the file;
2. Initials of the administrator placing the entry;
3. Initials or signature of the affected staff member in whose file the material is being placed as well as the date of such signature.

The following items will be included in each employee's file:

1. The original copy of all evaluations and any response;
2. Copies of all certificates;
3. Official transcripts (not copies) of undergraduate and graduate work completed;

4. Copies of requests for transfers, leaves, and replies to such from the administration;
5. Copies of current signed contracts;
6. Application for employment;
7. Health records and tuberculosis test results;
8. Other items or records placed in the file pursuant to the provisions herein;

A staff member shall be notified of the intent of the administration to place in his/her file any material which may be considered critical or complimentary of the conduct, performance, character or personality of the staff member and shall be provided the opportunity to read any such material prior to placement in the staff member's file. The staff member shall acknowledge that he/she has read the material by affixing his/her signature and date of signing to the copy to be filed. Upon refusal of the affected staff member to sign or initial the material intended for placement in the personnel file, such material may be filed so long as the date of the refusal has been noted on the material. The initials or signature of a staff member shall not constitute agreement with the contents of the file material but indicates only that the material has been inspected by the staff member.

The staff member will be provided, without cost, a true copy of any material placed in his/her file when such material is placed in his/her file and shall have the right to obtain a photostatic copy of any item in his/her file upon payment of the cost of photocopying such material.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information.

Any affected staff member shall have the right at any time to attach a written reply and/or rebuttal to any material in or being placed in his/her file. Such replies/rebuttals shall be initialed, dated, and attached to the material in question by the receiving administrator.

Staff members shall be informed of any complaint by a parent and/or student which is directed toward them if such will become a matter of record. The provisions applicable to personnel records shall be applicable to such complaints.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry or the Superintendent.

Staff members may submit letters of merit which shall be placed in their file.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a staff member pursuant to ORC 1347.

L. FAIR TREATMENT AND DISMISSAL

Termination of any bargaining unit member's contract shall be according to ORC 3319.16 and other related provisions of the Ohio Revised Code.

Discipline

The Superintendent may suspend an employee for up to three (3) days without pay or recommend to the Board of Education termination for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause. The authority to suspend pursuant to the provisions herein shall be limited to not more than three (3) days for any single offense and/or incident. Said suspension or recommendation for termination shall occur only after the employee has been verbally warned on the first offense, warned in writing on the second such occurrence unless the act is deemed to be severe enough to warrant immediate suspension or suspension pending termination. Prior to suspension or termination, the Superintendent will give the reasons for suspension or termination to the bargaining unit member, in writing, and will afford them a full opportunity for a hearing as per the fair dismissal procedures herein.

Formal reprimand or discipline of a member by an administrator for alleged violation of reasonable Board regulations or rules for reasons related to the bargaining unit member's professional performance or for other good and just causes, shall upon request of the bargaining unit member be made in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action. Said bargaining unit member shall have the right to present evidence and/or witnesses and to otherwise respond to the allegations brought against him/her. Furthermore, prior to said action, the bargaining unit member shall be informed of his/her right to representation of his/her choice and shall receive full specification, in writing, of the grounds for reprimand.

Non-renewal of a limited contract

A bargaining unit member on a limited contract may reasonably expect continued employment in the ensuing school year in the school system, except as follows:

Non-renewal of a bargaining unit member's limited contract shall be for reasons of a lack of or low degree of professional competency based on the evaluations of the bargaining unit member's ability as set forth in the evaluation article. No teacher should be non-renewed without due process.

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

Any bargaining unit member being considered for non-renewal, shall be so notified by the Administration on or before the 1st day of June before a recommendation is brought before the Board of Education.

Such notice shall include full specification of the grounds for non-renewal, as well as notice of the right to a hearing before the Superintendent, the right to a hearing before the Board of Education, and the right to counsel of choice at each of the hearings as noted below.

Within five (5) school days of the receipt of such notification, the bargaining unit member may request and will receive a hearing before the Superintendent and any other

individual who may be involved as part of the said grounds for non-renewal. Such hearing regarding the reasons for the recommendation not to re-employ will be convened within fifteen (15) school days from the receipt of a written request or by April 10th, whichever occurs first. The principal shall be present at such conference upon request of the bargaining unit member. The bargaining unit member may be represented by counsel of choice and shall have the right to present evidence and/or witnesses and to otherwise respond to the allegations brought against him/her. Not more than one (1) witness may be present in the hearing room at any one time.

In addition, a bargaining unit member so notified shall have the opportunity to a hearing before the Board of Education. The bargaining unit member shall have the right to representation by counsel of choice to present evidence and/or witnesses and to otherwise respond to the allegations prior to official Board action. Such hearings shall be in executive session.

Not more than one (1) witness may be present in the hearing room at any one time.

Any alleged misinterpretation or misapplication of the evaluation article and/or the non-renewal, suspension article may be submitted to the grievance procedure by the bargaining unit member and/or the Association. If it is determined through the grievance procedure that the evaluation article and/or the non-renewal/suspension article has been violated in any way or that the bargaining unit member is being non-renewed without just cause, the bargaining unit member will be deemed re-employed pursuant to the contract sequence article.

M. REDUCTION IN FORCE

Definition of Reduction in Force

A reduction in force (RIF) shall have occurred when the employer reduces, eliminates, or fails to fill a bargaining unit position.

Attrition

To the extent possible, the number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

Reasons for Reductions

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils, return to duty of regular bargaining unit members after leaves of absence, by reason of suspension of schools territorial changes affecting the district or in cases of substantial financial loss, the Board of Education decides that it will be necessary to reduce the number of bargaining unit members it may make a reasonable reduction.

Suspension - Renewal Suspension

Suspension of employee contracts pursuant to the provisions below for purposes of reduction shall occur only in the period between the end of one school year and the start of the succeeding school year with the exception of supplemental contracts.

If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made first by suspension of existing limited contracts and/or renewal suspension of expiring limited contracts and then suspension of continuing contracts. Those contracts to be suspended and/or renewed suspended will be chosen as follows:

Least Senior Reduced and Displacement

When making any reduction, contracts shall be suspended in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. When teachers have comparable evaluations, reductions in a teaching field or assignment will be made by selecting the person lowest on the seniority list for that area of certification who is currently assigned to such a position. A bargaining unit member so affected may elect to displace any less senior bargaining unit member or portion of that bargaining unit member's assignment in any other area of certification for which the more senior bargaining unit member is also certificated.

Any such election must be made within ten (10) days of the time the bargaining unit member is notified he/she will be affected.

Other Factors

Factors other than seniority and contract status may be used to determine those affected by a reduction in force if the Superintendent is able to clearly demonstrate that the use of some other factor is necessary to achieve an educational goal that could not be met by strict adherence to seniority and contract status.

Notification of Anticipated Reduction in Force

If the Board determines a RIF may occur, the Board shall notify the individual and the Association in writing, not less than three (3) months prior to the date the RIF is to be implemented, except for cases of unforeseen emergency where the Board/administration would not have been able to have had knowledge of a permissible reason(s) giving rise to layoff as provided herein. In the event of an emergency as set forth above, such notification shall be given to the Association as soon as reasonably possible. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, the date of Employer action to implement the RIF and the effective date of the RIF.

The Employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on seniority and contract status within areas of certification, license, or entry-level requirement.

Within ten (10) days of receipt of the notification, representatives of the Employer and the Association shall meet to review the proposed RIF.

Limitations

Except as may be expressly and specifically set forth herein, the above section shall not diminish or void any right or privileges provided staff members in any state or federal law.

The Board shall not contract out, any work previously performed by staff member(s) in the bargaining unit to be performed by individuals or entities who are not members of the bargaining unit except where mutually agreed upon by the parties after due notice and consultation with the Association.

Bargaining unit members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being reduced in force (on layoff) and awaiting recall and not as being terminated from the system.

So long as any bargaining unit member remains on layoff status, no current non-bargaining unit employee shall be assigned to fill a bargaining unit position;

No substitute staff member(s) or any other person new to the system will be hired except where:

- i. There are not staff member(s) on layoff qualified to fill a vacant position or who become qualified by retraining, or
- ii. All qualified staff member(s) on layoff decline the offer to fill the vacancy.

Employee Rights While on Reduction

Bargaining unit members on the recall list will have the following rights:

Bargaining unit members whose continuing contracts are suspended by any board pursuant to this section shall have the right of restoration to continuing service status by that board.

- a. Seniority shall not be the basis of rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
- b. When teachers have comparable evaluations, vacancies will be filled based on seniority.

The right of recall is limited to employment in the two (2) school years immediately following the last regular academic school year worked, which is the last day that students are in session, not including summer school, by the laid-off member. When teachers have comparable evaluations, the most senior qualified member on the recall list may claim the position by right of recall if the employment being offered will occur in two (2) academic years immediately following the last regular academic school year

worked by the member, i.e. if the bargaining unit member is placed on reduction at the end of the 2013-2014 school year, he/she is eligible for recall to work during the 2014-2015 and the 2015-2016 academic school years. If the employment being offered relates to any subsequent school year, the laid-off member will be considered along with other candidates in the normal application process. The 2016-2017 school year would be the third academic school year and the bargaining unit member would no longer be on the recall list.

Reduced staff members may choose to continue participation for up to three (3) years in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. Such employees will be informed of the premium due date and such premium payment must be received by the Treasurer at least one (1) week prior to the insurance company billing date.

Notification of Recall

It shall be the responsibility of each bargaining unit member to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association president or his designee and to all qualified said bargaining unit members at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible bargaining unit member that fails to accept the offer of re-employment in writing within ten (10) days, excluding Saturdays, Sundays, and holidays, or within five (5) calendar days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the affected bargaining unit member shall be considered to have rejected said offer, and shall be removed from the reduction in force list. The most senior of those responding will be given the vacant position.

Status Upon Recall

A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he enjoyed at the time of layoff. Such bargaining unit member shall be credited with additional sick leave, if any, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall. The teachers whose continuing contracts are suspended by any board pursuant to 3319.17(c) shall have the right to restoration to continuing service status.

Transfers Due to Reduction in Force

When personnel must be transferred as a result of a reduction in force at the particular grade level or class, the Superintendent shall notify all bargaining unit members of the necessary reductions by position, grade level and building.

The Superintendent will encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the provisions for involuntary transfer in this Agreement, will be utilized.

Any staff member subject to involuntary transfer due to a reduction in force who does not wish to be transferred, will have the option of being placed on the recall list or being transferred. When during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes. Those with greatest seniority shall have first option at selecting voluntary recall.

If any provision of the reduction in force procedure, herein, is found to have been violated, misinterpreted, or misapplied resulting in the layoff or partial layoff of a member of the bargaining unit, an arbitrator may determine an appropriate remedy up to and including reinstatement with back pay and all other emoluments so as to make the grievant whole.

N. EMPLOYMENT OF RETIRED TEACHERS

1. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted ten (10) years of service credit. (A PRT with less than ten years of credited teaching experience will be initially placed at his/her appropriate experience step on the salary schedule) The PRT will be placed at their appropriate education level on the salary schedule. A PRT may not advance beyond Step 10 on the salary schedule.
2. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of each school year without notice of non-renewal. No performance evaluations shall be required.
3. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
4. For purposes of Reduction in Force, PRTs will not accrue seniority.
5. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
6. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if rehired.
7. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
8. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to ORC §3319.11, §3319.13/14, §3319.111, §3319.17, and §124.39(B).

ARTICLE VII

LEAVES OF ABSENCE

GENERAL PROVISIONS

1. Any teacher on paid leave when schools are closed due to severe weather or other emergency conditions, where such days are not required to be made up, shall receive the same pay as the teacher would have received if the school had been in session on such days. No deduction from days of accumulated sick, personal or other paid leave shall be made for such days.
2. Should a teacher deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent. The Superintendent will do everything possible to accommodate the request of the teacher to return at the beginning of the next quarter.
3. Individuals on any approved, unpaid, leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board of premium costs.

A. SICK LEAVE

1. All professional staff shall accumulate sick leave at the rate of fifteen (15) days a year accrued at the rate of 1-1/4 days for each completed month of service. The unused portion shall be accumulative to 235 days. Accumulation of sick leave will be recorded for an unlimited amount for any transfer to another district.
2. Each newly hired certificated staff member of the Board who has no accumulated sick leave, or any certificated staff member who has exhausted their sick leave shall be entitled to an advancement of five (5) days of sick leave each year to be charged against any sick leave subsequently earned. They shall not be eligible for additional sick leave until such time as their period of service has entitled them to more. Should an employee leave the employ of the system with a deficit sick leave accumulation, such deficit shall be deducted from the employee's last pay check.
3. Those employees who render regular but part-time or per diem service, shall be entitled to sick leave in proportion to the time actually worked.
4. Experienced teachers coming into the district shall receive their actual accrued days of sick leave upon presentation of a properly certified record of accumulated sick leave.
5. Sick leave shall be granted 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
 - a. Injury and/or illness in the immediate family -- For purposes of injury or illness in one's immediate family, immediate family shall be interpreted as husband, wife, child, or any other member of the family unit living in the same household no matter what degree or relationship.

When the usage of sick leave by an individual exceeds thirty (30) consecutive days (days shall be any day Monday through Friday exclusive of negotiated or school observed or federally recognized holidays or any day on which school is closed due to calamity or otherwise), the Board may require that the affected individual secure a physician's statement certifying continuing disability requiring continued use of sick leave.

- b. Sick leave will be authorized up to five (5) days annually for injury or illness to a sister, brother, mother or father. Additional days may be authorized by the Superintendent.
- c. Sick leave will be authorized, up to five (5) days annually, in cases of serious injury or illness of a life threatening nature involving a mother/father-in-law, son/daughter-in-law, brother/sister-in-law or grandchild. Additional days may be authorized by the Superintendent.
- d. Death in family -- In the event of a death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son/daughter-in-law, aunt, uncle, niece, nephew, or any other member of the family unit living in the same household no matter what degree or relationship.

See also, Unpaid Leaves -- Illness or Disability

6. Reporting absence - Whenever it is necessary for a staff person to utilize sick leave, notice should be given to the principal the evening before or before 7:00 a.m. of the day of absence whenever possible in order to provide time in which to secure a substitute.

B. ASSAULT LEAVE

Notwithstanding the sick leave provisions provided herein, the employer will grant assault leave to members of the bargaining unit due to disability resulting from assault under the following conditions:

Any certified employee who is absent from his/her duties due to disability resulting from an assault which occurs in the course of the employee's board employment or off school premises before, during, or after school hours in a school related Board approved function or activity, will be paid his/her compensation for a maximum of ten (10) days. This period of absence as defined in this provision shall be termed "assault leave".

Before assault leave can be approved, the certified employee shall meet the following conditions:

1. Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the causes thereof, including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless physically impossible to do so.

2. A written medical report shall be filed by a licensed physician stating the nature of the disability, and its duration with the Superintendent.
3. Criminal charges must be pressed against the person(s) committing the assault.

C. PERSONAL LEAVE

Each certificated staff member shall be authorized three (3) days annually without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot be reasonably conducted outside the regular school day. Except in cases of emergency, such leave may not be used before or after a vacation, holiday, or to engage in other employment.

Such leave shall be authorized upon submission of a properly completed personal leave form given to the Superintendent five (5) days in advance unless circumstances make it impossible to comply therewith; in such event, the employee shall notify the Superintendent as soon as possible.

These days of absence shall not be deducted from sick leave nor any other leave.

Except in cases of emergency or circumstances not within the control of the employee, personal leave will not be authorized for use during the first two or last two weeks of school.

Except for the limitations above, personal leave shall be unrestricted, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business.

Personal leave forms shall be available from each building principal.

At the end of each school year, each staff member will receive \$60.00 for each full day of unused personal leave or \$300.00 if no personal leave has been used by the individual during that school year.

The misuse of personal leave may result in disciplinary action. The affected employee may be subject to reprimand and/or loss of pay for the day(s) in question. The second instance shall result in loss of pay for such day(s) in question.

D. PROFESSIONAL LEAVE

1. Requests for professional leave shall be submitted, in writing, and shall specify the purpose, duration and whenever possible, anticipated costs, to the Superintendent at least two weeks prior to the trip.
2. Professional meetings are defined as those conferences, conventions, school visitations, or other activities approved by the Superintendent.
3. Employees are permitted to attend one (1) professional meeting per year with reimbursement as stated below. Additional professional meetings may be approved by the Superintendent without reimbursement (except the salary of substitute teacher).

Reimbursements:

- a. \$25.00 for meals per day when an overnight stay is approved.
- b. Actual & necessary cost for room per day.
- c. Mileage shall be reimbursed at the IRS rate for the duration of this contract. One reimbursement per conference up to (4) four attendees. Additional mileage reimbursement paid for each car of four (4) attendees with a maximum of four (4) per car per conference.
- d. Registration fees.
- e. All athletic related events will be paid through the athletic department.

Receipts of all expenditures must be presented to receive payment. These reimbursement amounts shall not apply to travel and expenses paid from the athletic fund.

4. Athletics

- a. Professional leave may be used by the head coach and junior varsity coach(s) for one clinic in their sport per year. Other coaches must use personal leave in order to attend.
- b. If a team is participating in tournament play, the assigned coaches shall use professional leave. For all other tournament attendance (without team) the head varsity coach will be granted professional leave. All other coaches in that sport must use personal leave.

In situations where Antwerp students are being recognized at district, state, or national level conventions, meetings, etc., or are competing at said levels, the Board shall pay the advisor's or supervisor's expenses as per Section 3 above.

Where a staff member's attendance at a professional meeting is otherwise required by the Administration, the full cost of transportation, meals, lodging, registration, or any other expenses incurred as a direct result of such attendance, will be paid by the board.

E. JURY DUTY AND LEGAL OBLIGATIONS

In the case of jury duty or when subpoenaed by a court or for a school related matter, no deductions shall be made from pay, accumulated sick leave or personal leave. Pay received for jury duty shall be submitted to the Board Treasurer. Any meal, mileage, housing, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. While on jury duty/court appearance, the bargaining unit member's sick leave, severance pay and all other benefits shall continue to accrue the same as those of any other bargaining unit members.

UNPAID LEAVES

F. PARENTAL LEAVE

Leave without pay for a period not to extend beyond one (1) complete school year shall be granted bargaining unit members requesting parental leave which shall include a newly born or newly adopted child. Said leave shall have a termination date which coincides with the end of the quarter. The date established for the beginning of such leave shall be determined by the bargaining unit member. The request shall be submitted in writing at least thirty (30) days prior to the date on which the leave would be scheduled to begin (whenever possible). This provision may be waived by the Superintendent.

A second year of leave under the aforementioned circumstances may be granted by the Board.

Upon return to service at the expiration of such leave, the bargaining unit member shall resume the contract status which he/she held prior to such leave, and every effort shall be made to return the bargaining unit member to the same or equivalent position held prior to the leave. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

G. MEDICAL LEAVE

A medical leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof for personal illness or for life threatening serious disability of a parent, child or spouse or any other member of the family household no matter what the degree of relationship.

1. The bargaining unit member shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days the period of time the teacher will be unable to return to work because of illness.
2. If a bargaining unit member has been granted a leave of absence without pay for less than one (1) year, and requests an extension of that leave of absence without pay, a new statement from a physician must be submitted no later than thirty (30) calendar days prior to the expiration of the original leave of absence without pay.
3. Upon return to service at the expiration of such leave, the bargaining unit member shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the bargaining unit member to the same or equivalent position held prior to the leave.

H. EDUCATIONAL LEAVE

A leave without pay for a period of up to one (1) year may be granted for further formal educational training or study at a fully accredited institution directly related to the performance of the bargaining unit member's assignment.

1. In order to apply for this leave, the bargaining unit member must have completed eight (8) consecutive years of employment in the Antwerp Local District.

2. The Board retains in its sole discretion the right to: a. determine if the formal training or study is directly related to the performance of the bargaining unit member's assignment, and b. determine whether the leave of absence without pay is to be granted.
3. Upon return to service at the expiration of such leave, the bargaining unit member shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the bargaining unit member to the same or equivalent position held prior to the leave.

I. MILITARY LEAVE

Bargaining unit members called into military service shall be granted a leave of absence for such duty without pay. Upon return to service at expiration of such leave as documented by a military release form, the bargaining unit member shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the bargaining unit member to the same or equivalent position held prior to the leave.

ARTICLE VIII

SALARY AND FRINGE BENEFITS

A. REGULAR SALARY SCHEDULE

The basic salaries of teachers covered by this contract shall be adjusted to reflect the rates set forth herein. (See Salary Schedule Exhibit A)

B. SALARY SCHEDULE PLACEMENT

The maximum years of credit for experience outside the Antwerp Local School system shall be ten (10). Years of service for salary schedule placement purposes shall be credited according to the following:

1. All years of teacher service in the Antwerp District regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
2. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the O.R.C., or in another public school regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
3. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program, or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 the O.R.C. regardless of training level with each year consisting of at least one hundred twenty (120) days.
4. All years of active military service in the armed forces of the United States as defined in Section 3307.22 of the O.R.C. to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight continuous months or more in the armed forces shall be counted as full years.

C. ADVANCEMENT ON SALARY SCHEDULE - ADDITIONAL TRAINING

A staff member may advance to a higher classification level on the salary schedule by fulfilling the following:

1. The affected staff member shall provide evidence of completed additional graduate hours from an accredited college or university. In order to advance from the MA column and beyond, such additional graduate work must be in his/her field of study or curricular supplemental area and have prior written approval of the Superintendent.
2. Said hours must be verified by transcript or letter from the college or university where the course work was completed. The salary adjustment will be made no later than September 30th of the current school year following receipt of the transcript and/or letter of verification to the Superintendent. In cases where said hours are completed after the beginning of the current school year, salary adjustment is to be made at semester following receipt of the transcript and/or

letter of verification to the Superintendent. Semester salary adjustments will total one-half of the amount per the advancement on the salary schedule. This adjustment will be made in two installments being the last pay of February and the first pay of May. For semester salary adjustments notice of intent to complete said hours must be given to the Superintendent by May 1 of the previous school year.

3. Any part-time teacher shall, at the end of each year, have his/her teaching experience for that year computed to show the fractional portion of the year taught. When the cumulative fractions total $\frac{4}{5}$ or more, the teacher will receive credit for one year of service on the salary schedule. Any fractional portion beyond $\frac{4}{5}$ would be carried forward to the next year.

D. PAY PERIODS

Professional staff will receive their salary in 26 installments beginning with the second (2nd) Friday of the regular school year and on alternate Fridays thereafter.

When Friday falls on a holiday, checks will be delivered on the day before the holiday. When school is not in session, checks will be forwarded at the option of the employee by:

1. Special mailing.
2. Direct deposit.
3. Held for the teacher to pick up at the office.

E. DEDUCTIONS

Deductions from pay may be made for the following items:

1. Unauthorized or unpaid absence
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.
3. Retirement, dues, and contributions
4. Annuities
5. Insurance
6. Charities
7. Political Contributions
8. Association Dues and Assessments
9. Indiana Income Tax
10. OSDI

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District.

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next quarter following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

Only the annuity companies with which the Board currently transacts business shall be used unless five (5) or more employees request from the treasurer enrollment with a new company.

F. DAILY OR PER DIEM RATE DEFINED

1. In computing deductions for those absences for which a deduction in pay is to be made, the basis shall be called the daily or per diem rate. The daily rate shall be calculated by dividing the number of work days in the adopted school calendar into the approved salary of the individual.
2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days taught times the daily rate.

G. SUPPLEMENTAL CONTRACTS (See Appendix B)

It is understood that the Board has the discretion to fill or not to fill any of the Supplemental positions listed above. However, if the Board chooses to fill any of the Supplemental positions they will be first offered to the Bargaining Unit Members in accordance with the Ohio Revised Code.

Extracurricular positions are listed herein along with the percentage of salary base to be paid for each year, or the rate per hour of service. Each classified supplemental salary shall be computed as the product of the listed percentage and the current base salary for a teacher with a BA degree and no experience. Supplemental limited contracts will be issued for all extracurricular positions.

Each supplemental contract will be reviewed annually at the close of the season or at the end of the service period for which the contract has been issued. Supplemental contracts issued prior to June 1st but after the onset of the next school year for any of the positions listed above must be returned within twenty (20) days of their receipt or June 1, whichever is later, unless an extension of this deadline is provided by the Superintendent. Supplemental contracts issued after June 1st but before the onset of the next school year for any of the positions listed above must be returned within twenty (20) days of their receipt unless an extension of this deadline is provided by the Superintendent.

Final payment for extracurricular services will be made at the end of the season or completion of the activity and only after the final inventory (if any) is turned into the Athletic Director and/or building principal.

H. CONFERENCE PAY

After a Bargaining Unit Member is requested by a building administrator to be responsible for additional classroom supervision, they may request payment at the rate of \$10.00 per academic period and \$5.00 per half period.

I. SUBSTITUTE TEACHER PAY SCHEDULE

A substitute teacher with an assignment to one specific teaching position shall, after sixty (60) days of service, be paid a salary commensurate with his/her training and experience according to the adopted teacher salary schedule.

J. EXTENDED SERVICE

All employees on extended service will be issued a supplemental limited contract for that extended service, and shall be paid at a per diem rate as per diem standard calculation for per diem in this Agreement.

K. STRS PICKUP

The Board of Education will pick up (assume and pay) contributions to the State Teachers Retirement System on behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the full amount of the employee's contribution towards STRS. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

If necessary, the Board Treasurer will prepare and distribute an addendum to each certificated employee's contract which states:

1. That the employee's contract salary consists of:
 - a. A cash salary component, and
 - b. A pick-up component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;
2. That the Board will contribute to STRS an amount equal to the employee's otherwise required contribution to STRS for the account of each certificated employee; and
3. That sick leave, severance, vacation, supplemental and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component and picked-up component of the employee's restated salary.

All subsequent contracts and salary notices for those affected certificated employees will include the provisions of the above addendum.

L. SEVERANCE PAY

Any employee of the Antwerp School District having service of five (5) or more years with the district who elects to retire shall be paid 25% of the value of all his/her accumulated but unused sick leave up to 210 days. The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the salary schedule and any supplemental or other salary in effect at the time of last service.

The per diem rate shall be computed by dividing the annual salary as defined above by the number of days of regular required duty.

In addition, employees will be paid additional days according to the following formula: (Days earned above 210 with a maximum of 235) minus (days absent [sick and personal days] in the last five (5) years). The difference will be paid at per diem as defined above. See Appendix M for calculation form.

As used in this section, retirement means disability or service retirement under any state or municipal retirement system in the state of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability. Severance pay shall be forwarded to the employee in one installment within 60 days following written notification by the retired employee requesting payment of severance pay. STRS member(s) whose service credit is purchased by the Board shall have their severance pay paid to them over a three year period in equal installments.

Any employee who meets the service requirements of the above division and who dies while in the employ of the school district, shall on the day of death be deemed to have terminated employment by means other than retirement, and payment of all severance pay shall be made in the manner prescribed in 2113.04 ORC.

Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

M. INSURANCE COVERAGE

The Association and Board of Education will jointly form/participate in a study committee charged with the responsibility of developing and presenting to all staff in the bargaining unit the potential alternatives and the impact; cost vs. increased liability ramifications of such alternatives including but not necessarily limited to:

- a. comprehensive co-pay
- b. increased initial deductible
- c. change of carrier/3rd party administrator
- d. increasing the size of the consortium
- e. joining another consortium.

The Association will select a maximum of four (4) representatives to such committee. The Board will select a maximum of four (4) representatives. A chairperson selected by membership or committee.

1. GENERAL

Certified staff employed less than full-time will be entitled to a Board paid contribution toward their hospital, surgical, major medical, dental, life, and any other insurance herein prorated at the same rate as their fractional employment.

For those that elect any of the insurance coverage below, the board will provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences due to illness, as specified in the Ohio Revised Code, for which the employee may use sick leave or

any other paid leave of absence. Employees on an unpaid leave of absence may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

2. COMPREHENSIVE HEALTH INSURANCE

If a state or federally mandated insurance program is implemented, this article will be void and the parties will meet to renegotiate this article.

The Board shall purchase from a carrier licensed by the State of Ohio, basic, hospital-surgical major medical insurance coverage for each full-time certificated employee now or hereafter employed and his/her family which meets or exceeds the current level of benefits in effect as of January 1, 1982.

The Board will pay 97.5% of the cost of the single plan, per employee for those so enrolled and 90% of the cost of the family plan. When both spouses are members of the bargaining unit, the Board will pay 97.5% of the cost of the family plan. For those who choose to enroll in the family plan, the balance of the cost of the monthly premiums not paid by the Board will be equally divided and uniformly deducted from such employee's paycheck.

All employees hired after September 1, 2013 will pay 20% of the premium.

Your Summary of Benefits



Paulding County School Consortium
Blue Access® (PPO) 6.0 \$500 RX R
Effective 4/1/2014

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$500/\$1,000 commingle	\$1,000/\$2,000 commingle
Out-of-Pocket Limit (Single/Family)	\$2,500/\$5,000 commingle	\$5,000/\$10,000 commingle
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	\$20/\$20 \$5 20% 20%	40% 40% 40% 40%
Preventive Care Services <ul style="list-style-type: none"> • Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening. 	NCS	40%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> • facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products • Allergy injections • Allergy testing 	\$150 \$75 20% \$5 20%	\$160 40% 40% 40% 40%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	20%	40%

Blue 6.0

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Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 90 days for skilled nursing facility 	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	20%	40%
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment, Orthotics and Prosthetics Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	20%	40%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation 36 visits Pulmonary Rehabilitation 20 visits Physical Therapy: 20 visits Occupational Therapy: 20 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits 	\$20/\$20 20%	40% 40%
Accidental Dental: \$3,000 (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	40%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	Benefits provided in accordance with Federal Mental Health Parity	40%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	NCS	50%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3 <ul style="list-style-type: none"> ● Network Retail Pharmacies: (30-day supply) Includes diabetic test strip ● Home Delivery Service: (90-day supply) Includes diabetic test strip Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap Specialty Medications are limited up to a 30 day supply regardless of whether they are retail or mail service.	\$15/\$40/\$80 \$15/\$80/\$240	50% min \$80 ⁴ Not covered

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the year which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections.
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthma supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

² We encourage you to review the Schedule of Benefits for limitations.

³ Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

⁴ Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements and excludes members under age 19):

12 months after the member's enrollment date

Your Summary of Benefits

A **pre-existing condition** is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6-month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

3. DENTAL INSURANCE

The Board shall purchase from a carrier licensed by the State of Ohio, employee and family dental insurance protection equal to or exceeding the current level of coverage whose specifications are set forth below for each full-time certificated employee now or hereinafter employed who is a member of the bargaining unit.

The full cost of each program and any increases thereof shall be paid by the Board.

Your Anthem Benefits



Paulding County Schools-Antwerp Anthem Dental Traditional (group size 51+) Summary of Benefits, Effective 04/01/2014

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, exclusions, qualifications, limitations, terms and provisions of the Dental Certificate.

BENEFITS	MEMBER'S RESPONSIBILITY
Annual Deductible (Single/Family)	\$25/\$50 single/family
Annual Maximum	\$2,500
PREVENTIVE	Covered in full
Diagnostic and Preventive Services (no deductible)	
<ul style="list-style-type: none"> • oral evaluations • X-rays (bitewing) • cleanings • space maintainers • palliative treatment • other selected diagnostic and preventive services 	
PRIMARY	20%
<ul style="list-style-type: none"> • X-ray (full mouth) • general anesthesia (surgical procedures) • I.V. sedation (surgical procedures) • amalgam and composite restorations • pin retention procedures • root canal therapy • apexification • therapeutic pulpotomy • other selected endodontic services • simple and surgical tooth extractions • other selected oral surgery services • gingivectomy • osseous surgery • other selected periodontal services 	
COMPLEX	40%
<ul style="list-style-type: none"> • crowns/inlays/onlays • partial and full dentures • other selected prosthodontic services 	
Miscellaneous	Not covered
<ul style="list-style-type: none"> • Miscellaneous Tooth Rider Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan. • removable prosthodontics (partials or dentures) • fixed prosthodontics (bridges) for the replacement of teeth (or tooth) 	
ORTHODONTIC	40% Child and Adult
<ul style="list-style-type: none"> • Orthodontic Services (no deductible) Dependent child to age 19 • non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth • examination • records • tooth guidance • repositioning (straightening) of the teeth • post orthodontic retention 	
Separate Orthodontic Lifetime Maximum	\$1,000
Provider Allowance	80th percentile
Stand-alone Dental	Yes

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature	Date
Underwriting signature	Date

4. Family Security Benefit

Dental insurance in force for dependents on the date of the employee's death will remain in force without payment of premium until the earliest of the following dates:

1. Remarriage of the surviving spouse, in which case the coverage for all dependents terminates.
2. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support of the employee;
3. Two years from the date of the employee's death.

The coverage which is continued in force for dependent children because of the employee's death will not be affected if the surviving spouse dies during the two-year (maximum) continuation of coverage.

5. LIFE INSURANCE

The Board shall purchase from any licensed carrier by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed in the amount of \$35,000.00.

The plan shall permit individual members of the bargaining unit to purchase additional amounts in \$5,000.00 increments up to \$50,000.00 of coverage through payroll deduction provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

6. INSURANCE INCENTIVE

Members are eligible for the following payments at the end of each school year.

1. A single who elects to not receive insurance from the school receives \$1,000.
2. A member on a family plan who elects to go to a single plan receives \$1,000.
3. A member on a family plan who elects to not receive insurance from the school receives \$2,000.

Payment may be added to an existing annuity or paid directly to the member.

N. TUITION REIMBURSEMENT

The Board shall create a pool of \$5,000.00 per year to reimburse employees for graduate level tuition from an accredited college or university. In order to qualify, the teacher must obtain a "B" level grade or higher or a "Pass" in a pass/fail graded class. Teachers must submit an application on forms obtained from the Treasurer's office by May 15. Funds will be paid out no later than June 30 of each year according to the following formula:

\$5,000.00 pool divided by total semester hours (or equivalent) multiplied by individual hours taken. The amount is not to exceed the cost of tuition for each individual employee.

In the event that the total \$5,000.00 pool is not exhausted in any given year, the Board shall only be responsible for maintaining a total of \$5,000.00 at the start of each school year, i.e., unused funds will be rolled over and added to by the Board each year.

Prior approval of the superintendent is required for reimbursement for courses taken by video tape, correspondence, or Internet.

ARTICLE IX

WORKING CONDITIONS

A. TEACHER PROTECTION AND SUPPORT

1. The teacher's authority and effectiveness in the classroom are undermined if there is insufficient support of the teacher. It is, therefore, the responsibility of the Board and Administration to support and aid teachers' control in the classroom.
2. A staff member who has been intimidated or physically assaulted in direct performance of a work assignment has the right to defend himself/herself from physical harm and to obtain assistance.
3. Under no circumstances will a student who has intimidated or physically assaulted a teacher be allowed to return to the teacher's classroom until a meeting between the appropriate administrator and teacher has taken place.

B. INSTRUCTIONAL ARRANGEMENTS/GROUPING

Principals, with teacher input, shall be responsible for grouping pupils so that they may have the opportunity to reach their maximum potential. Principals shall consider the various capabilities of their teachers in making teaching assignments where grouping gives varying characteristics to classes.

Plans for grouping within the schools shall be approved by the Superintendent.

C. INSTRUCTIONAL MATERIAL

Each teacher shall be provided with instructional materials and supplies necessary to perform in an effective manner within the constraints of the Board's budget. Approval of all supplies will be through the appropriate Principal.

A committee of teachers shall assist in the process of selecting textbooks and instructional materials in their respective areas. Said committee shall consist of a balanced representation of all grade levels involved and experience ranges or, when feasible for a subject area in the secondary schools, all professional staff members of that subject area.

D. LESSON PLANS

Teachers shall prepare and follow a daily lesson plan which shall be available for review by the principal and be current on a weekly basis. Lesson plans are to reflect the current adopted course of study.

E. INCLUSION

Employees whose duties would be impacted by an IEP and/or special needs student will be provided the opportunity to participate in the development of the IEP and to be present at the IEP conference.

Special training and/or staff development will be provided, as needed, to employees whose duties are impacted by an IEP and/or special needs student.

Consideration will be given to accommodate multiple handicapped student(s) in regard to class size, when that student(s) is placed in a regular classroom.

Necessary medical procedures will be conducted and provided by qualified personnel, except in the event of an emergency. Appropriate medical supplies shall be provided by the Board of Education.

When a physically challenged student and/or student with special needs poses an unnecessary risk or disruption to the educational process, the employee shall have the right to recommend the removal of the disruptive student in compliance with federal and state laws and regulations.

F. INSERVICE EDUCATION

The Antwerp Board fully supports professional growth and inservice development for the certified staff. Days within the school year will be used for either an early dismissal or morning delay of the students in order to offer inservice to the Antwerp professional staff members. A.M. Inservices would be from 7:30 – 9:30. P.M. Inservices would be from 1:00 – 3:00.

Teacher committees will provide input on topics and help plan inservice programs for the year. The dates, for such inservice, however, will be set by the principal with prior approval from the Superintendent.

G. SCHOOL CALENDAR

1. The committee members are to obtain input from staff members in the buildings they represent prior to the initial meeting in November.
2. A committee of three (3) teachers and two (2) principals will be formed in November to discuss and exchange proposed calendar(s) for the ensuing school year.
3. Proposed calendar(s) will be posted in the teachers' lounge for a period of one (1) week asking for any additional comments or suggestions.
4. The committee must discuss those written comments or suggestions which are brought before them and recommend to the superintendent a proposed calendar for the ensuing school year.
5. The Superintendent will present the committee's recommendation and an alternate recommendation, if necessary, to the Board, who will make the final decision no later than the December Board meeting.
6. All staff will be given a copy of the school calendar within one week after being adopted by the Board.

H. HOURS

The length of a school day for members of the bargaining unit shall not exceed seven and one-half hours (7 1/2). Said work day shall provide for no less than a thirty (30) minute, uninterrupted duty-free lunch period.

Staff agrees to assume additional duties consistent with past practices as follows:

1. Attendance at staff meetings of generally not more than one hour duration or more frequent than once a month and scheduled at least one week in advance except in cases of emergency. Attendance is required unless absence is approved by the principal. All such meetings shall begin no earlier than thirty (30) minutes prior to the first bell and no later than fifteen (15) minutes after the final student dismissal bell.
2. A one and one-half hour open house and/or an awards program during the school year. If both are held in any one school year, only one will have mandatory teacher attendance, that one to be determined by the principal.
3. All PTO meetings where their students are involved unless excused from attendance by the teacher's building principal.
4. Evening hours for Parent-Teacher conferences may be scheduled. All such hours will be uniformly scheduled for all affected staff members in each building. Student instruction shall not be required on days when evening conferences are scheduled unless the majority of staff members in one building vote to do so in conjunction with an abbreviated day following parent-Teacher conferences. This will be in effect for each building, not collectively.

Bargaining unit members shall not be required to schedule conferences after 8:10 p.m. All conference schedules shall provide for at least one-half hour of duty free time period for lunch if conferences are scheduled to begin prior to 12:00 noon and the same for supper if conferences extend beyond 6:00 p.m.

5. All teachers are encouraged to attend graduation ceremonies.

I. WORK YEAR

The work year will be reflected in the school calendar for all members of the bargaining unit. The contractual days of service shall consist of:

- a. 180 student days: two (2) days permissible for parent-teacher conference except kindergarten teachers who are assigned 2 sections of kindergarten will be scheduled for three (3) days of parent-teacher conferences.
- b. Two teacher work days: one day each at the beginning of the school year and at the end of the school year.

Unless changed by act of the Ohio Legislature, the official closing of schools by the Superintendent on account of severe weather or other emergency conditions shall not result in a loss of pay or additional days of work without additional compensation for up

to and including five (5) days. If legislation is passed which would modify these provisions, the severability provisions of this Agreement shall prevail.

Days scheduled for Spring Break will not be used for make-up days.

In the event of an unforeseen emergency situation mandating the closing and/or the suspension of school operations which would require an alteration(s) of the school calendar, the Board shall have the right to alter the school calendar, provided, however, before doing so, the Association shall be afforded reasonable notice, an opportunity to discuss the matter, and to negotiate a substitute calendar. Such negotiations will be conducted according to procedures for regular negotiations.

Calamity Days – The school district and the AEA are in agreement that we will work together to follow options provided by ODE and the ORC in regards to calamity days.

J. PLANNING AND CONFERENCE TIME

1. The teachers in grades 7-12 shall be provided five (5) regular periods per week for planning and/or conference time. Said periods shall be allotted at one per day if scheduling permits.
2. Teachers in grades K through 6 shall be provided no less than two hundred (200) minutes per week for planning and/or conference time. Said time will include one period per day of a minimum of thirty (30) minutes each. Where scheduling will permit, up to a forty (40) minute planning period/day will be provided. Every effort shall be made to accommodate the 200 minutes per week excluding recess within the student day.
3. A faculty lounge will be provided where teachers can go when not specifically assigned to a classroom.

K. DUTY FREE LUNCH

Teachers shall be granted no less than an uninterrupted thirty (30) minute duty free lunch each day.

Teachers shall be provided a separate, sanitary place to eat their lunch besides in the regular cafeteria with students.

Each building will have a faculty lounge where teachers can go when not specifically assigned to a classroom.

L. TELEPHONE

All teachers have the right to reasonable use of the school telephone for both personal and school business calls. Long distance calls are to be recorded on the proper phone sheet and teachers shall reimburse the school for the cost of any personal toll calls.

M. PROMPTNESS

As part of professional decorum, teachers are expected to report to work on time, and to be in their classrooms on time. Staff shall notify the principal of any unforeseen circumstances. Continued tardiness will be duly noted on the evaluation form.

N. EMERGENCY PERIOD SUBSTITUTES

In the event regular substitutes are not available, secondary professional staff members may volunteer to serve as period substitutes during their regularly scheduled preparation periods.

- a. Requests for period substitutions shall be made as far ahead as possible.
- b. Substitution shall be made within the professional staff member's department when possible.
- c. Period substitutes shall be as equally as possible distributed among professional staff members desiring to substitute.
- d. In the event no voluntary period substitutes are available, the principal may require a professional staff member to serve as a period substitute so as to provide supervision of all classes.
- e. Period substitutes will be solicited prior to the assignment of such classes to study halls.
- f. If an elementary special subject teacher (music, physical education) is absent and no substitute is available, the regular teacher(s) who assume(s) responsibility for a class in lieu of planning time is/are eligible for period compensation. Planning time shall be defined as the time when professional staff members do not have assigned responsibility for teaching exclusive of the thirty (30) minutes duty-free lunch. Compensation will not be provided to the regular teacher(s) during the absence of teacher(s) serving selected small groups of students from the classroom.
- g. Compensation - See Article VIII, Section H - Conference Period Pay.

ARTICLE X

OTHER PROVISIONS

A. MAINTENANCE OF STANDARDS

All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, preparation periods, leaves, and general working conditions, shall be maintained at not less than the highest minimum standard in effect in the system at the time this Contract is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Contract. This Contract shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed, unless expressly stated herein.

No existing Board policies, instructions, or handbooks shall in any way limit the rights granted teachers in this Contract. Any portion of the existing documents that is inconsistent with this Contract shall be ineffective.

B. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Local Professional Development Committee shall be formed by Antwerp Local School District in compliance with the appropriate provisions of Ohio Revised Code. All the rights, benefits, and privileges granted by HB 230 shall be in effect in addition to the following:

The LPDC shall consist of three (3) teachers selected by the Antwerp Education Association and two (2) administrators or Board delegates. The LPDC members shall be compensated at a rate of \$22.00 per hour and shall meet only during after-school hours.

The committee's responsibilities shall include, but not be limited to: Approval of all individual professional development plans for all certified/licensed employees; development and approval of all district or building professional development activities; approval of all C.E.U.'s, coursework, workshops, inservice; the submission and processing of all paperwork related to teacher certificate/license renewals, upgrades, etc.

The final approval for professional leave still rests with the superintendent.

C. RESIDENT EDUCATOR PROGRAM

The Ohio Department of Education requires that Ohio school districts implement a resident educator program. Mentors assigned to resident educators will receive a stipend of \$500.00 per resident educator per year. In the event the Ohio Department of Education changes the program, the parties agree to meet as soon as possible to recommend changes.

D. STUDENT LEARNING OBJECTIVE COMMITTEE (SLO committee)

- a. An SLO committee will be developed for the sole purpose of assessing, reviewing, and making recommendations concerning the many facets of SLOs and providing professional development in the area of SLOs.
- b. The SLO committee is responsible to jointly recommend the procedures for the Student Growth portion of the Evaluation Procedures.
- c. The SLO committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- d. The committee shall consist of five (5) members who will be chosen by the Association in compliance with the AEA's Constitution and Bylaws, and up to five (5) members appointed by the Administration.
- e. The members shall be representative of the following: Pre-K to Second, Third to Fifth, Sixth to Eighth and Ninth to Twelfth, and one from the specialty areas. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.
- f. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- g. Association committee members will hold his/her position on the committee for a period of no less than two (2) years unless he/she leaves the district, retires, requests that the Association removes him/her from the committee, or is no longer able to serve on the committee due to unforeseen circumstances. During the first term of the SLO committee, the terms shall be staggered with half of the members as designated by the Association to serve a two (2) year commitment and the other half to serve a three (3) year commitment as designated by the Association.
- h. At the time that an Association or District committee member is no longer able to serve on the committee, the respective party will appoint a new member to the committee.
- i. Members of the committee will receive training in the writing of SLOs including, but not limited to, SLO trainings with ODE trained trainers and other mutually agreed training as agreed by the SLO committee.
- j. The committee will establish by mutual agreement a meeting calendar.
- k. The committee shall establish ground rules at the initial meeting, review them at each meeting, and update them thereafter as needed.
- l. All decisions of the committee will be achieved by consensus.
- m. The committee may be authorized to utilize consultant(s) (examples are, but not limited to; educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate and pre-approved by the superintendent. The cost, if any, shall be borne by the Board.

- n. Members of the committee may receive release time for committee work and training as deemed necessary by the committee.
- o. The committee will review the multiple elements of SLO, using the approved established guidelines and return them to appropriate parties with a non-binding recommendation either for use for gathering data or for revision and resubmission to the committee.
- p. The committee will develop a procedure by which teachers will turn in SLO and the timeframe the committee will return said SLO.
- q. In the case that the committee returns an element of SLO for revision, feedback will be supplied to the individual or group as to what may be reviewed for revision prior to resubmission. A timeline will be developed for revisions and resubmission.
- r. Prior to submitting the SLO results to his/her evaluator, the teacher may request the SLO Committee review their score for accuracy. The SLO Committee will review for verification only.
- s. Association committee members will be paid the hourly rate of \$22.00 for each hour he/she attends committee meetings outside of the contractual work day.

E. STATE IIS

The Board and Association (AEA) agree that a committee formed by the AEA will determine the district's extent of implementation of any state instructional information system. i.e. IIS

F. SEVERABILITY

The parties agree that should any section(s) of this Contract be declared contrary to law by a court of competent jurisdiction or following any action by the Ohio General Assembly, changes in Federal Law, changes in rules and regulations of the State Department of Education, change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop and/or change policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional terms, conditions of employment or working conditions within ten (10) school days upon request of either party. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendment by the parties hereto.

G. AMENDMENT

This Agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written, signed amendment to this agreement except that the Association may, by request, open negotiations whenever there has been a change that affects wages, hours, or terms and conditions of employment. All requests for amendment and subsequent negotiations following mutual

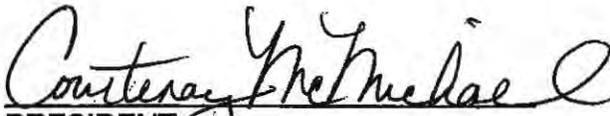
agreement to amend this agreement shall be conducted in accordance with the terms of this agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and the Association.

H. DURATION OF AGREEMENT

This Agreement shall become effective and remain in full force and effect from August 1, 2013 through July 31, 2016, both dates inclusive. This Agreement shall be the base from which future negotiations shall proceed. If any provision in this Agreement is not modified or deleted through future negotiations, it shall be carried forward, automatically, in writing, into each successor agreement.

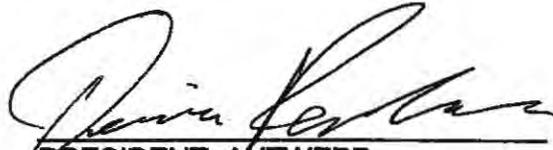
Nothing in this Agreement shall prohibit the parties, by written mutual agreement between them, to enter into negotiations at an earlier date than indicated in this article.

The policies enacted by this Contract, when ratified, will supersede any rules, regulations, and practices of the Board which may be contrary or inconsistent with the terms of this Contract.



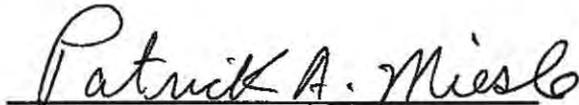
PRESIDENT
ANTWERP EDUCATION ASSOCIATION

2-20-14
DATE



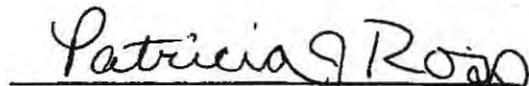
PRESIDENT, ANTWERP
LOCAL BOARD OF EDUCATION

2-20-14
DATE



NEGOTIATIONS CHAIRPERSON,
ANTWERP EDUCATION ASSOCIATION

2/20/14
DATE



SUPERINTENDENT, ANTWERP
LOCAL SCHOOL DISTRICT

2-20-14
DATE

APPENDIX A

**Antwerp Local School
Salary Schedule
2013-2014**

0% Step	BA	150 hrs	MA	Base = MA+15	\$29,545.12
0	29,545.12 1.0000	30,667.83 1.0380	32,351.91 1.0950	33,474.62 1.1330	
1	30,895.33 1.0457	32,189.41 1.0895	34,041.89 1.1522	35,250.28 1.1931	
2	32,248.50 1.0915	33,708.03 1.1409	35,731.87 1.2094	37,025.94 1.2532	
3	33,589.71 1.1372	35,229.60 1.1924	37,418.89 1.2665	38,801.61 1.3133	
4	34,948.92 1.1829	36,748.22 1.2438	39,108.88 1.3237	40,577.27 1.3734	
5	36,299.13 1.2286	38,269.79 1.2953	40,798.86 1.3809	42,352.93 1.4335	
6	37,652.30 1.2744	39,788.41 1.3467	42,488.84 1.4381	44,128.59 1.4936	
7	39,002.51 1.3201	41,309.99 1.3982	44,178.82 1.4953	45,904.25 1.5537	
8	40,352.72 1.3658	42,828.61 1.4496	45,868.80 1.5525	47,679.91 1.6138	
9	41,702.94 1.4115	44,350.18 1.5011	47,555.83 1.6096	49,455.58 1.6739	
10	43,056.10 1.4573	45,868.80 1.5525	49,245.81 1.6668	51,231.24 1.7340	
11	44,406.32 1.5030	47,390.37 1.6040	50,935.79 1.7240	53,006.90 1.7941	
15	45,756.53 1.5487	48,911.95 1.6555	52,625.77 1.7812	54,782.56 1.8542	
19	47,106.74 1.5944	50,433.52 1.7070	54,315.75 1.8384	56,558.22 1.9143	
23	48,456.95 1.6401	51,955.09 1.7585	56,005.73 1.8956	58,333.88 1.9744	
27	49,807.16 1.6858	53,476.67 1.8100	57,695.71 1.9528	60,109.55 2.0345	

Stipend:

- \$738.63 for each 1.0 FTE employee
- Prorated for any employee less than 1.0 FTE
- 50% 1st pay in December and 50% last pay in May

**Antwerp Local School
Salary Schedule
2014-2015**

2% Step	BA	150 hrs	MA	Base = MA+15	\$30,136.02
0	30,136.02 1.00000	31,281.19 1.03800	32,998.94 1.09500	34,144.11 1.13300	
1	31,513.24 1.04570	32,833.19 1.08950	34,722.72 1.15220	35,955.29 1.19310	
2	32,893.47 1.09150	34,382.19 1.14090	36,446.50 1.20940	37,766.46 1.25320	
3	34,270.68 1.13720	35,934.19 1.19240	38,167.27 1.26650	39,577.64 1.31330	
4	35,647.90 1.18290	37,483.18 1.24380	39,891.05 1.32370	41,388.81 1.37340	
5	37,025.11 1.22860	39,035.19 1.29530	41,614.83 1.38090	43,199.98 1.43350	
6	38,405.34 1.27440	40,584.18 1.34670	43,338.61 1.43810	45,011.16 1.49360	
7	39,782.56 1.32010	42,136.18 1.39820	45,062.39 1.49530	46,822.33 1.55370	
8	41,159.78 1.36580	43,685.17 1.44960	46,786.17 1.55250	48,633.51 1.61380	
9	42,536.99 1.41150	45,237.18 1.50110	48,507.94 1.60960	50,444.68 1.67390	
10	43,917.22 1.45730	46,786.17 1.55250	50,230.72 1.66680	52,255.86 1.73400	
11	45,294.44 1.50300	48,338.18 1.60400	51,954.50 1.72400	54,067.03 1.79410	
15	46,671.65 1.54870	49,890.18 1.65550	53,678.28 1.78120	55,878.21 1.85420	
19	48,048.87 1.59440	51,442.19 1.70700	55,402.06 1.83840	57,689.38 1.91430	
23	49,426.09 1.64010	52,994.19 1.75850	57,125.84 1.89560	59,500.56 1.97440	
27	50,803.30 1.68580	54,546.20 1.81000	58,849.62 1.95280	61,311.73 2.03450	

**Antwerp Local School
Salary Schedule
2015-2016**

2% Step	BA	150 hrs	MA	Base = MA+15	\$30,738.74
0	30,738.74 1.00000	31,906.81 1.03800	33,658.92 1.09500	34,826.99 1.13300	
1	32,143.50 1.04570	33,489.86 1.08950	35,417.18 1.15220	36,674.39 1.19310	
2	33,551.33 1.09150	35,069.83 1.14090	37,175.43 1.20940	38,521.79 1.25320	
3	34,956.10 1.13720	36,652.87 1.19240	38,930.61 1.26650	40,369.19 1.31330	
4	36,360.86 1.18290	38,232.84 1.24380	40,688.87 1.32370	42,216.59 1.37340	
5	37,765.62 1.22860	39,815.89 1.29530	42,447.13 1.38090	44,063.98 1.43350	
6	39,173.45 1.27440	41,395.86 1.34670	44,205.38 1.43810	45,911.38 1.49360	
7	40,578.21 1.32010	42,978.91 1.39820	45,963.64 1.49530	47,758.78 1.55370	
8	41,982.97 1.36580	44,558.88 1.44960	47,721.89 1.55250	49,606.18 1.61380	
9	43,387.73 1.41150	46,141.92 1.50110	49,477.08 1.60960	51,453.58 1.67390	
10	44,795.57 1.45730	47,721.89 1.55250	51,235.33 1.66680	53,300.98 1.73400	
11	46,200.33 1.50300	49,304.94 1.60400	52,993.59 1.72400	55,148.37 1.79410	
15	47,605.09 1.54870	50,887.98 1.65550	54,751.84 1.78120	56,995.77 1.85420	
19	49,009.85 1.59440	52,471.03 1.70700	56,510.10 1.83840	58,843.17 1.91430	
23	50,414.61 1.64010	54,054.07 1.75850	58,268.36 1.89560	60,690.57 1.97440	
27	51,819.37 1.68580	55,637.12 1.81000	60,026.61 1.95280	62,537.97 2.03450	

ANTWERP LOCAL SUPPLEMENTAL SALARIES

POSITION	Percent of Base Salary
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LEVEL A	20.75%
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Athletic Director	
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LEVEL B	16%
---------	-----

Head Football	
Head Basketball	
Band Director	

LEVEL C	11%
---------	-----

Head Baseball	
Head Track (1)	
Head Volleyball	
Head Softball	
Assistant Athletic Director (no extra periods)	
Sophomore Class Advisor	

LEVEL D	10%
---------	-----

Head Wrestling	
Assistant Football (3)	
JV Basketball (2)	
Cross Country	
H.S. Cheerleading Advisor	
Golf	

LEVEL E	8%
---------	----

JV Softball	
JV Volleyball	
JV Baseball	
Musical Production Director	
Assistant Track (2)	

LEVEL F	7%
---------	----

Freshman Basketball	
Jr. High Head Football	
Jr. High Basketball (4)	
Yearbook	
Scholastic Bowl Advisor	

LEVEL G	6%
Jr. High Wrestling Jr. High Volleyball (2) Jr. High Track (2) Jr. High Assistant Football Jr. High Cheerleading Advisor Assistant Golf Coach Academic Booster Advisor	
LEVEL H	5%
(1) Jr. Class Advisor	
LEVEL J	4%
Weight Room Supervisor Dinner Theater/Variety Show Director Web Page Coordinator Senior Class Advisor	
LEVEL K	3%
Flag Corp Advisor National Honor Society 8 th Grade Class Advisor 7 th Grade Class Advisor Freshman Class Advisor Accelerated Reader Coordinator	
LEVEL L	2%
Mini Archers (4) High School Student Council Varsity A Swing Choir Ass't Musical Director Washington D.C. Trip Coordinator Elementary Student Council International Club Art Club Advisor	
LEVEL M	1%
Elementary Music Programs (1/6% per grade level) Jr. High/Sr. High Choir Concerts	

Saturday School \$12.50 per hour/\$50 for 4 hours supervision.

Coaches who are Antwerp Local bargaining unit members are to receive additional compensation as determined by all past coaching experience in that sport at Antwerp.

	<u>3-5 Year</u>	<u>6+ Years</u>
Head Coach	additional 1% of base	additional 2% of base
Other Coaches	additional .5% of base	additional 1% of base

Increase does not apply to shared positions.

APPENDIX C

List of Credentialed Evaluators

1. High School Middle School Principal
2. Elementary Principal
3. Director of Special Education/Student Services
4. Antwerp Local Superintendent

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Improvement Plan Conference: _____

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Classroom Walkthrough: General Form

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

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

Directions: This form serves as a record of walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one walkthrough. This record, along with records of additional walkthroughs, 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 Walkthroughs:

Evaluator Signature: _____

Photocopy to Teacher

Teacher Performance Evaluation Rubric

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

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

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

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

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

	<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>
<p>Evidence</p>					

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

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

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

School Counselor Performance Evaluation Rubric

PROGRAM PLANNING & IMPLEMENTATION					
		Ineffective	Developing	Skilled	Accomplished
PROGRAM PLANNING & IMPLEMENTATION	<p>Standard 1: Comprehensive School Counseling Program</p> <p>School counselors collaboratively plan, implement, evaluate, and advocate for a comprehensive, developmental school counseling program which includes four components: guidance curriculum, responsive services, individual planning, and system support.</p> <p><i>Sources of Evidence:</i></p> <p>School Counselor Advisory Council</p> <p>Annual Agreement</p> <p>Comprehensive, Developmental School Counseling Program</p>	<p>The school counselor does not understand the concept of the comprehensive, developmental school counseling program.</p>	<p>The school counselor understands the concept of the comprehensive, developmental school counseling program but has not yet developed one.</p>	<p>The school counselor plans and implements the comprehensive, developmental school counseling program that includes guidance curriculum, responsive services, individual planning, and system support.</p>	<p>The school counselor plans and implements a balanced, comprehensive, developmental school counseling program that includes guidance curriculum, responsive services, individual planning, and system support and is aligned with the ASCA National Model.</p>
		<p>The school counselor does not use data to determine programming nor attempt to align programs with best practices.</p>	<p>The school counselor makes an attempt to use data to determine programming but is not completely successful with aligning their programs with best practices.</p>	<p>The school counselor uses data to determine programming and align the programs with best practices as outlined by the American School Counselor Association.</p>	<p>The school counselor continually uses data to evaluate programming and align the programs with best practices, as outlined by the American School Counselor Association.</p>
		<p>The school counselor does not discuss the programming with the school administrators.</p>	<p>The school counselor attempts to discuss the programming with the school administrators.</p>	<p>The school counselor discusses the comprehensive, developmental school counseling program with school administrators to ensure it meets the academic, career, and personal/social development needs of students.</p>	<p>The school counselor discusses the comprehensive, developmental school counseling program with school administrators to ensure it meets the academic, career, and personal/social development needs of students, including program priorities, student improvement goals, implementation strategies, resources management, and school counselor professional goals.</p>
		<p>The school counselor does not consider the needs of the school community and, therefore, does not implement school-wide programming.</p>	<p>The school counselor listens attentively to all stakeholders to identify issues and barriers that impede student success.</p>	<p>The school counselor listens attentively to all stakeholders and develops/utilizes assessments to identify issues and barriers that impede student success.</p>	<p>The school counselor listens attentively to all stakeholders to identify issues and barriers that impede student success and establishes a school counselor advisory council.</p>
		<p>The school counselor does not involve the staff in the comprehensive, developmental school counseling program.</p>	<p>The school counselor has not yet developed the rapport with the staff necessary to be involved in the effective implementation of the comprehensive, developmental school counseling program.</p>	<p>The school counselor encourages staff involvement to ensure the effective implementation of the comprehensive, developmental school counseling program.</p>	<p>The school counselor encourages staff involvement and serves on building and district level committees to ensure the effective implementation of the comprehensive, developmental school counseling program.</p>

PROGRAM PLANNING & IMPLEMENTATION

		Ineffective	Developing	Skilled	Accomplished
PROGRAM PLANNING & IMPLEMENTATION	<p>Standard 2: Direct Services</p> <p>School counselors provide developmentally appropriate guidance and counseling activities to proactively assist all students to develop and apply skills for maximum academic, career, and personal/social growth during school years.</p>	<p>The school counselor does not use academic, behavior, and attendance data to plan appropriate programs for students.</p>	<p>The school counselor attempts to use academic, behavior, and attendance data to plan appropriate programs for students.</p>	<p>The school counselor uses academic, behavior, and attendance data to plan appropriate programs for students.</p>	<p>The school counselor seeks out and collects academic, behavior, and attendance data to plan and implement appropriate programs for students. The school counselor shares this data with other stakeholders to facilitate a holistic program for students.</p>
	<p><i>Sources of Evidence:</i></p> <p>Program Calendar Action / Lesson Plans Closing The Gap</p>	<p>The school counselor does not assist students with developing academic, career, and personal/social skills, helping them to utilize reasoning, understand connections, or make complex choices.</p> <p>The school counselor does not engage in individual student planning.</p>	<p>The school counselor attempts to assist students with developing academic, career, and personal/social skills, helping them to utilize reasoning, understand connections, and make complex choices.</p> <p>The school counselor attempts to use a variety of activities, resources, and strategies to implement the comprehensive, developmental school counseling program, including individual and group counseling, classroom presentations, academic advising, career development, consultation, parent education, and other responsive services.</p>	<p>The school counselor assists all students with developing academic, career, and personal/social skills, helping them to utilize reasoning, understand connections, and make complex choices.</p> <p>The school counselor uses a variety of activities, resources, and strategies to implement the comprehensive, developmental school counseling program, including individual and group counseling, classroom presentations, academic advising, career development, consultation, parent education, and other responsive services.</p>	<p>The school counselor assists all students with developing academic, career, and personal/social skills, helping them to utilize reasoning, understand connections and make complex choices. The school counselor collaborates with other professionals to create quality partnerships that benefit student growth.</p> <p>The school counselor uses a variety of collected data and research-based activities and strategies to implement the comprehensive, developmental school counseling program, including individual and group counseling, classroom presentations, academic advising, career development, consultation, parent education, and other responsive services.</p>

PROGRA .ANNING & IMPLEMENTATION

		Ineffective	Developing	Skilled	Accomplished
PROGRAM PLANNING & IMPLEMENTATION	<p>Standard 3: Indirect Services</p> <p>School counselors advocate for students and provide professional expertise to help school personnel, parents/guardians, and community members to increase the effectiveness of student success. Through consultation and coordination, school counselors make referrals to other resources as appropriate.</p> <p><i>Sources of Evidence:</i></p> <p>Community Partnerships Referral Sources Parent Meetings School Committees IAT, IEP, ETR, RTI Meetings</p>	<p>The school counselor does not recognize that educating students is a shared responsibility involving the school, parents/guardians, and the community.</p> <p>The school counselor does not improve communication and collaboration among the school, home, and community.</p> <p>The school counselor does not seek solutions or provide referrals to overcome barriers to effective involvement in the education and success of students.</p>	<p>The school counselor is starting to develop an understanding of how educating students is a shared responsibility involving the school, parents/guardians, and the community.</p> <p>The school counselor is starting to develop an idea of how to improve communication and collaboration among the school, home, and community in order to promote and build trust, understanding, and partnerships with all segments of the school community.</p> <p>The school counselor is beginning to seek solutions and provide referrals to overcome barriers to effective involvement in the education and success of students.</p>	<p>The school counselor recognizes that educating students is a shared responsibility involving the school, parents/guardians, and the community.</p> <p>The school counselor improves communication and collaboration among the school, home, and community in order to promote and build trust, understanding, and partnerships with all segments of the school community.</p> <p>The school counselor seeks solutions and provides referrals to overcome barriers to effective involvement in the education and success of students.</p>	<p>The school counselor takes a proactive role in connecting the school, parents/guardians, and the community.</p> <p>The school counselor proactively facilitates communication and collaboration among the school, home, and community in order to promote and build trust, understanding, and partnerships with all segments of the school community.</p> <p>The school counselor goes out of his or her way to seek solutions and provide referrals to overcome barriers to effective involvement in the education and success of students.</p>

PROGRAM EVALUATION

		Ineffective	Developing	Skilled	Accomplished
PROGRAM EVALUATION	Standard 4: Evaluation and Data	The school counselor does not seek ways to improve the program or adhere to professional standards in the program.	The school counselor attempts to use results data from the comprehensive, developmental school counseling program	The school counselor creates a comprehensive, developmental school counseling program that is multifaceted and designed with continuous evaluation and modification in mind.	The school counselor uses data to continuously find ways to improve the comprehensive, developmental school counseling program.
	School counselors create program assessments and evaluations to review and adjust current program strategies and activities, collect data to share with stakeholders, and to inform stakeholders of future program planning and goals	The school counselor does not use data to set new goals or try to ensure that each child has access to the needed academic curriculum.	The school counselor attempts to use data and results to make program revisions and to set goals for access to a rigorous academic curriculum.	The school counselor uses results information from the program evaluation to make decisions about program revisions, to set new goals, and to ensure that every student has equal access to a rigorous academic curriculum.	The school counselor continually seeks professional development to create a better program while keeping up on new technology. The school counselor constantly looks for new ways to improve academic achievement for all students.
	<i>Sources of Evidence:</i>	The school counselor does not look at academic, attendance, and behavioral data or provide any interventions in this area.	The school counselor attempts to monitor academic, attendance, and behavioral data to provide interventions for student success.	The school counselor monitors student academic, attendance, and behavioral data and provides interventions for student success.	The school counselor has created a methodology to monitor and collect academic, attendance, and behavioral data to provide interventions for student success in cooperation with all stakeholders.
	Needs Assessment Curriculum Results Report (OSCAR)	The school counselor does not consider ethics when making decisions.	The school counselor is aware of the legal, ethical, and professional standards as outlined by ASCA.	The school counselor adheres to legal, ethical, and professional standards as outlined by ASCA.	The school counselor adheres to legal, ethical, and professional standards as outlined by ASCA and seeks professional development in this area.
	Curriculum Action Plan Closing The Gap Results Minutes From Advisory Council	The school counselor does not use data and works in isolation.	The school counselor attempts to use data to measure results but does not share it with stakeholders.	The school counselor collects data to annually measure the school counseling program results and reports those results to all stakeholders.	The school counselor collects data to annually measure the comprehensive, developmental school counseling program results and reports those results to all stakeholders at an Advisory Council meeting, seeking advice and cooperatively planning ways to improve the program.
	The school counselor does not consider policy and procedures that may be limiting achievement for all students.	The school counselor attempts to recommend change to policy and procedures but does not use data to do so.	The school counselor uses the results data to recommend systemic change to policy and procedures that limit achievement for all students.	The school counselor uses the results data to recommend systemic change to policy and procedures that limit achievement for all students and educates the stakeholders in advocating for all students.	

PROFESSIONALISM					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>Standard 5: Leadership and Advocacy</p> <p>School counselors are committed professionals who provide leadership, advocate for students, and collaborate with school personnel and parents/guardians to create a positive learning environment for all students.</p> <p><i>Sources of Evidence:</i></p> <p>Bullying/Cllmate Surveys School Improvement Plan Building/Student Safety School-Wide Programming</p>	<p>The school counselor may recognize the need for respect within the school environment but does not make an effort to promote respect with the staff/administration.</p> <p>The school counselor does not make an effort to address the needs of all students and does not attempt to implement programs that advocate for diversity.</p> <p>The school counselor works in isolation and does not attempt to collaborate with others.</p>	<p>The school counselor attempts to promote a respectful environment. However, he or she may still be developing relationships with the staff/administration.</p> <p>The school counselor may recognize diversity and may treat students with respect but does not attempt to implement programs that advocate for diversity.</p> <p>The school counselor realizes that the adults share responsibility for educating students but he or she does not strive to collaborate with others.</p>	<p>The school counselor promotes a respectful school environment to ensure that each student is supported by a caring staff.</p> <p>The school counselor recognizes diversity and treats students as individuals, holding high expectations for every student, while understanding that students have varying needs.</p> <p>The school counselor recognizes that many adults share the responsibility for educating students and collaborates with them to facilitate student success.</p>	<p>The school counselor conducts a needs assessment/survey with staff, students and parents/guardians to gather data in order to assess the school's environment to ensure that each student is supported by a caring staff.</p> <p>The school counselor celebrates diversity, treats students as individuals, and advocates for practices, activities, and programs that promote understanding and that counteract stereotypes.</p> <p>The school counselor consults with the Advisory Committee, community, staff, and administration to share the responsibility for educating the students.</p>

PROFESSIONALISM

		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	<p>Standard 6: Professional Responsibility and Growth</p> <p>School counselors engage in self-reflection, take responsibility for improving skills and knowledge through professional development, practice ethical principles, and promotion of the school counseling profession.</p> <p><i>Sources of Evidence</i></p> <p>SC Self Assessment Professional Development Plan Code of Ethics Professional association membership/activities Conference presentations/attendance Publications Research and continuing education</p>	<p>The school counselor does not conduct self-assessments.</p> <p>The school counselor does not participate in professional development opportunities unless required by administration.</p> <p>The school counselor does not demonstrate knowledge of practices and policies aligned with the ASCA's Ethical Standards for School Counselors or state codes of professional conduct.</p> <p>The school counselor does not model professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, or the school community.</p> <p>The school counselor does not participate in activities that promote the profession of school counseling at any level.</p>	<p>The school counselor minimally conducts self-assessments to determine professional development needs, but does not use the data to impact the school's mission or the comprehensive, developmental school counseling program.</p> <p>The school counselor attends professional development, whether or not it aligns with the school's mission and goals or meets the needs of their students.</p> <p>The school counselor seeks to learn and develop knowledge of practices and policies aligned with the ASCA's Ethical Standards for School Counselors and state codes of professional conduct.</p> <p>The school counselor develops habits of professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p> <p>The school counselor seldom attends activities that promote the profession of school counseling at any level.</p>	<p>The school counselor actively reflects on his or her practice through thoughtful self-assessment, striving to remove bias/prejudices from practice, set appropriate development goals, and link professional growth to the needs of the school's mission and the comprehensive, developmental school counseling program.</p> <p>The school counselor seeks to participate in high quality professional development that reflects best practices, aligns with the school's mission and goals, and meets the needs of their students.</p> <p>The school counselor applies knowledge to align personal and professional practices and policies with ASCA's Ethical Standards for School Counselors, as well as with state codes of professional conduct.</p> <p>The school counselor consistently models professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p> <p>The school counselor regularly engages in activities that promote the profession of school counseling at the local, state, and/or national level.</p>	<p>The school counselor conducts annual self-assessments using the Ohio School Counselor Standards and ASCA's School Counselor Competencies, using the data to set rigorous development goals, and ensure all professional development links directly to the needs of the school's mission and the comprehensive, developmental school counseling program.</p> <p>The school counselor seeks, designs, and/or participates in ongoing, high quality professional development to address professional development goals, aligned with the school's mission, and embeds professional development experiences into daily practice.</p> <p>The school counselor models consistent alignment of personal and professional practices and policies with the ASCA's Ethical Standards for School Counselors, as well as state codes of professional conduct.</p> <p>The school counselor, at all times, models professionalism through dress, conduct, and interpersonal communication and relationships with students, staff, and the school community.</p> <p>The school counselor systematically leads, reviews, and contributes to activities, programs, literature, research, and policies to promote the school counseling profession at the local, state, and national level.</p>

September 29, 2013

Teacher Librarian – School Library Media Specialist Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 2, 3]				
DEMONSTRATING KNOWLEDGE OF CONTENT, CURRICULUM, AND INSTRUCTIONAL GOALS	Ineffective	Developing	Skilled	Accomplished
		<p>Does not demonstrate knowledge of the curriculum and current trends and practices in literature, literacies, technology and research process.</p> <p>Does not understand the instructional goals for most disciplines.</p> <p>Makes little or no effort to provide resources and instructional services.</p> <p>Designs learning activities, goals and objectives that are too general to guide lesson planning and are inappropriate for the students and/or do not support the OLS.</p>	<p>Demonstrates limited knowledge of curriculum and current trends and practices in literature, literacies, technology, and research process.</p> <p>Understands the instructional goals for some disciplines.</p> <p>Sporadically provides necessary resources, technology, and instructional services.</p> <p>Designs some learning activities with goals that reflect a range of student learning needs and support the OLS.</p>	<p>Demonstrates knowledge of curriculum and current trends and practices in literature, literacies, technology, and research process.</p> <p>Understands the instructional goals for most disciplines and is able to develop connections to the curriculum.</p> <p>Consistently provides necessary resources, technology, and instructional services.</p> <p>Consistently designs learning activities with challenging and measurable goals that reflect a range of student learning needs and support the OLS.</p>
Examples	<p><i>A class comes into the library to find picture books on folktales. The SLMS does not direct instruction on how to find and locate books on folktales in the library.</i></p>	<p><i>A class comes into the library to research scientific myths. The SLMS shows the students where books on science can be found (500s)</i></p>	<p><i>A class comes into the library to complete a biographical research project. The SLMS instructs and demonstrates biographical online resources as well as the use of a biographical print collection that has been tailored to support student needs.</i></p>	<p><i>In a high school lesson on narrative structure, the SLMS co-teaches the ELA content and also delivers the information literacy instruction using a variety of print and digital sources as well as a range of Web 2.0 tools tailored to help each student create a unique product.</i></p>

Teacher Librarian – School Library Media Specialist Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 3, 6]				
COLLECTING STUDENT ASSESSMENT DATA	Ineffective	Developing	Skilled	Accomplished
		<p>Infrequently collaborates with the classroom teacher for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>Does not use or only uses one measure of student performance.</p>	<p>Occasionally collaborates with the classroom teacher for the assessment of student learning.</p> <p>Uses more than one measure of student performance but does not appropriately vary assessment approaches or has difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>Regularly collaborates with the classroom teacher for the assessment of student learning.</p> <p>Employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>
Examples	<p><i>SLMS does not grade any information literacy instructional activities and does not assess student learning in collaborative activities with other classroom teachers.</i></p>	<p><i>As part of a formative assessment for their 6th grade science fair research, SLMS reviews their preliminary MLA citations and provides limited feedback. SLMS has difficulty analyzing data to determine students' problem areas when citing sources to help them with their final science fair works cited.</i></p>	<p><i>As part of a formative assessment SLMS has 9th grade class in science take TRAILS - Evaluation of Sources, analyzes the data, develops a lesson about finding credible and reliable sources using the Internet. The students complete a rubric created by the SLMS for assessing what they understand about finding credible and reliable sources using the Internet.</i></p>	<p><i>Under the guidance of the SLMS, students create a rubric for assessing their own research skills when completing a project on Shakespeare.</i></p>

Teacher Librarian – School Library Media Specialist Rubric

Planning and Preparing for Instruction [Ohio Standards for the Teaching Profession 1]				
DEMONSTRATING KNOWLEDGE OF STUDENTS	Ineffective	Developing	Skilled	Accomplished
		<p>Demonstrates little or no understanding of how students learn.</p> <p>Demonstrates little or no familiarity with students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.</p>	<p>Demonstrates some understanding of how students learn.</p> <p>Demonstrates some familiarity with students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.</p>	<p>Understands the active nature of student learning and attains information about levels of development for groups of students.</p> <p>Purposively seeks knowledge about students' backgrounds, cultures, skills, language proficiency, interests, and special needs from several sources and attains this knowledge for groups of students.</p>
Examples	<p><i>In a 2nd grade class composed of children who have different religious backgrounds, SLMS uses Christmas stories in his December lessons,</i></p>	<p><i>In a 9th grade ELA class, SLMS uses TRAILS - Developing a Topic to determine students' readiness; lectures for 30 minutes on how to develop a topic for research with no opportunity for students to practice.</i></p>	<p><i>A 7th grade social studies class studying explorers comes to the library for print and digital resources. The SLMS locates and sets aside a collection of print resources that are leveled to student abilities in that class and appropriate to the research topics.</i></p>	<p><i>SLMS initiates the collection and study of data relating to students' scores on a state reading test and uses that data to improve the instruction and services provided by the SLMS.</i></p>

Teacher Librarian – School Library Media Specialist Rubric

Engaging in Instruction and Assessment [Ohio Standards for the Teaching Profession 2,3,4]

COMMUNICATING AND QUESTIONING	Ineffective	Developing	Skilled	Accomplished
	<p>Does not communicate clearly; directions, procedures and/or explanations are confusing, incoherent, or inaccurate, and are ineffective in building student understanding.</p> <p>Fails to address student confusion or frustration and does not use questions effectively and usually tells the students what to do.</p>	<p>Directions, procedures and/or explanations are accurate and generally clear but often needs to clarify.</p> <p>May not fully clarify information based on students' questions about content or instructions for learning activities.</p> <p>Re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation.</p> <p>Asks questions that guide students and help them think about their research topic.</p> <p>Technology use is inconsistent and not always effective.</p>	<p>Directions, procedures and/or explanations are clear and accurate.</p> <p>Actively encourages independent, creative, and critical thinking.</p> <p>Effectively addresses confusion when asked and checks for understanding.</p> <p>Often uses open-ended and probing questions to guide students' inquiry and to help students think critically to form their own questions about their research topic.</p> <p>Technology is sometimes used to demonstrate and model ways to use the resources and tools in the library and virtual environments.</p>	<p>Explanations are clear, coherent, and precise.</p> <p>Uses well-timed, individualized, strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>Always uses open-ended and probing questions to guide students' inquiry and to help students think critically as they formulate pertinent questions about their research topics.</p> <p>Accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions.</p> <p>Technology is used effectively to demonstrate and model productive ways to use the resources and tools in the library and in virtual environments.</p>
<p>Examples</p>	<p><i>SLMS asks the 3rd grade class, "Is Little Red Riding Hood fictional?" without further discussion.</i></p>	<p><i>In a 9th grade ELA class, SLMS uses presentation software and lectures about website credibility. When asked about credibility of website urls such as .edu, .org, .com, etc., SLMS explains that .edu is the most credible without further explanation.</i></p>	<p><i>In a 6th social studies class, SLMS asks students to rank order the databases they would choose to begin their research project and support their ranking to assess their prior knowledge of library resources. Students will be able to access and navigate the resource.</i></p>	<p><i>SLMS demonstrates and models how to use an interactive bibliography site and then leads a class discussion using a model works cited page so students can analyze quality and accuracy of citations.</i></p>

Teacher Librarian – School Library Media Specialist Rubric

Engaging in Instruction and Assessment [Ohio Standards for the Teaching Profession 1,2,4]				
ADAPTING , ADJUSTING TO ENGAGE STUDENTS IN LEARNING	Ineffective	Developing	Skilled	Accomplished
		<p>Adheres to the instructional plan despite student understanding or interest.</p> <p>Fails to respond to students' questions.</p> <p>Is not able to recommend or guide students to appropriate engaging resources.</p> <p>Pace of lesson is too slow or too rushed.</p> <p>Expectations of students are low.</p> <p>Responses are rote with few students interested or intellectually engaged</p>	<p>Attempts to modify the instructional plan when needed to accommodate students' questions and interests with moderate success.</p> <p>Use of diverse strategies is limited.</p> <p>Sometimes recommends or guides students to engaging resources that connect well with the content, learning goals, students' knowledge, backgrounds and experiences.</p> <p>Pace of the lesson may not provide students the time needed to be intellectually engaged.</p> <p>Expectations are inconsistently present.</p> <p>Responses show minimal thinking allowing most students to be passive or merely compliant.</p>	<p>Promotes the successful learning of all students making minor adjustments to the instructional plan as needed to accommodate students' questions, needs, and interests.</p> <p>Persists in seeking approaches for students who have difficulty learning, drawing on a varied repertoire of strategies.</p> <p>Usually recommends or guides students to resources that connect well with the content learning goals, the students' prior knowledge backgrounds and experiences.</p> <p>Pace of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p> <p>Expectations for students are high and usually present.</p> <p>Responses show active intellectual engagement with most students challenged in their thinking.</p>

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Examples	<i>SLMS presents a lesson on the Dewey Decimal system. SLMS asks questions such as "What is the DD # for sports?" Students respond using the information found on a poster hanging in the classroom. Students are not given an opportunity to explore the materials found in specific DD #s.</i>	<i>SLMS presents a lesson on how to access the school's e-book collection using the online catalog because students want to know how to check out their favorite fiction books. Students do not have time to practice checking out e-books.</i>	<i>In a collaborative research lesson with the social studies teacher, the SLMS demonstrates and engages in a discussion as to how to find credible and reliable resources for students' research topics.</i>	<i>In a collaborative research lesson with the health teachers in which students have self-selected into teams to research a significant health issue, the SLMS has each team select a social bookmarking tool such as Diigo to locate credible and reliable resources. Students must annotate the resource and include a reflection on its value to their understanding of the health issue.</i>
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Teacher Librarian – School Library Media Specialist Rubric

Engaging in Instruction and Assessment [Ohio Standards for the Teaching Profession 5]				
CREATING THE ENVIRONMENT IN THE LIBRARY AND CLASSROOM	Ineffective	Developing	Skilled	Accomplished
	Efforts by the SLMS to create an environment that is conducive to inquiry and knowledge creation are characterized by the following:	Efforts by the SLMS to create an environment that is conducive to inquiry and knowledge creation are characterized by the following:	Efforts by the SLMS to create an environment that fosters student inquiry and knowledge creation are characterized by the following:	Efforts by the SLMS to create an environment that fosters student inquiry and knowledge creation are characterized by the following:
	Very little or no monitoring of student behavior.	Uneven monitoring of student behavior.	Monitoring student behavior against established publicized standards of conduct so that responses to inappropriate behavior are consistent, proportionate, respectful to students and effective.	Monitoring of student behavior is subtle and preventative and students take an active role in monitoring their own behavior and that of others against publicized standards of conduct.
	Interactions with students are negative, inappropriate or insensitive to students' dignity.	Interactions with students are generally appropriate with occasional displays of insensitivity or unresponsiveness.	Interactions with students are polite and respectful, and are appropriate to the cultural and developmental differences among groups of students.	Interactions with students are highly respectful and demonstrate sensitivity to students' cultures and levels of development.
	Controlled and stifling environment.	Established standards of conduct but inconsistent implementation.	Established standards of conduct and implementation are consistent so most students follow the standards of conduct	Standards of conduct established and implemented by SLMS and students so students follow the standards and self-monitor their behaviors.
Very few if any standards of conduct OR standards of conduct are not implemented.	Routines and procedures are established and followed with regular guidance and prompting.	Established standards of conduct and implementation are consistent so most students follow the standards of conduct	Routines and procedures are well understood and may be initiated by students.	
Routines and procedures that are either nonexistent or inefficient resulting in general confusion.	Maintains an attractive environment.	Routines and procedures are established with students needing minimal guidance and prompting	Maintains an inviting, flexible and attractive environment.	
		Maintains an inviting environment.		

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Examples	<i>SLMS tells the students to "shut up."</i>	<i>SLMS comforts and deals with an incident of cyberbullying by telling the victim he will be OK tomorrow and does not address the actions of the bully.</i>	<i>SLMS consistently gives positive feedback to the students for self-monitoring their behavior in the library. When a student's loud talking disrupts a class working at a nearby computer lab, the SLMS relies on students sitting near the student to monitor his/her behavior.</i>	<i>SLMS works with students to create an after school gaming club that involves visits to the public library to learn how to create games. This promotes conversations among the students about integrity and ethical behavior.</i>
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Teacher Librarian – School Library Media Specialist Rubric

Engaging in Instruction and Assessment [Ohio Standards for the Teaching Profession 3,4]				
ASSESSING STUDENT LEARNING	Ineffective	Developing	Skilled	Accomplished
		<p>Employs little or no assessment or monitoring of student learning.</p> <p>Feedback is absent or of poor quality.</p> <p>Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.</p>	<p>Uses assessment sporadically to support instruction through some monitoring of progress in learning.</p> <p>Feedback to students is general.</p> <p>Rarely uses questions, prompts, and assessments to diagnose evidence of learning.</p> <p>Students are partially aware of the assessment criteria used to evaluate their work, and few assess their own work.</p>	<p>Uses assessment regularly during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning.</p> <p>Questions, prompts, assessments are used to diagnose evidence of learning.</p> <p>Students appear to be aware of the assessment criteria and some of them engage in self-assessment.</p>
Examples	<p><i>In a 3rd grade class, the SLMS does not use summative assessment to determine students' understanding of how to use the online catalog to find books for voluntary reading.</i></p>	<p><i>SLMS provides a resource checklist for 6th grade students to use with their explorer project for world history. The SLMS does not review the checklist to see what resources the students used.</i></p>	<p><i>A 9th grade class in PE and Wellness is completing a project on diet and nutrition. A rubric, created by the SLMS and the PE teacher, is provided for students to monitor their progress. The SLMS works individually with students engaging them in conversation to check their progress using the rubric.</i></p>	<p><i>A 5th grade class working on their favorite author project for ELA, compare a piece of their writing with the writing rubric and confer with the SLMS on how it could be improved. They also confer with the SLMS on the resources listed in their works cited.</i></p>

Teacher Librarian – School Library Media Specialist Rubric

Professional Responsibilities [Ohio Standards for the Teaching Profession 6,7]

COLLABORATION, ETHICS, REFLECTION & PROFESSIONAL DEVELOPMENT	Ineffective	Developing	Skilled	Accomplished
	<p>Fails to communicate clearly with the school community about the library program and its services.</p> <p>Does not collaborate with teachers in planning and implementing instructional lessons and units.</p> <p>Does not comply with school and district regulations.</p> <p>Does not adhere to professional ethics of librarianship.</p> <p>Fails to demonstrate ability to accurately self-assess about the effectiveness of library services, resources, instructional strategies and to appropriately identify areas of professional development.</p>	<p>Uses a variety of strategies to communicate with the school community about the library program, new resources and services.</p> <p>Collaborates with some teachers to coordinate the use of the library and its resources and may provide learning experiences that support the lesson/unit.</p> <p>Understands and follows district policies and state and federal regulations at a minimal level.</p> <p>Is knowledgeable about the ethics of librarianship but inconsistently adheres/follows them.</p> <p>Identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>Uses effective communication strategies with the school community to keep them informed and to promote the use of the library program, new resources and services.</p> <p>Collaborates with some teacher in planning and implementing learning activities that integrate the use of multiple resources, and the development of research skills and various literacies.</p> <p>Models and upholds district policies and state and federal regulations.</p> <p>Is knowledgeable about the ethics of librarianship and consistently adheres/follows them.</p> <p>Using data, sets short- and long-term professional goals and takes action to meet these goals.</p>	<p>Communicates effectively with the school community including outside libraries to keep them informed and employs evidence to promote the effectiveness of instructional efforts as well as to communicate the development of the library program, new resources and services.</p> <p>Collaborates with teachers in most disciplines in designing, planning, and implementing meaningful learning activities that integrate the use of multiple resources and the development of research skills and various literacies.</p> <p>Through teaching and practice, demonstrates a commitment to the professional ethics of librarianship.</p> <p>Sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of services, resources, instructional strategies, and facilities.</p>

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<p>Examples</p>	<p><i>SLMS conducts an after-school session for teachers on new e-books but does not include an assessment to determine the effectiveness of the professional development.</i></p>	<p><i>SLMS is aware of copyright but does not post signs in the library to inform teachers and students.</i></p>	<p><i>On the media center's website, the SLMS creates a Parent Portal that includes a variety of resources for parents to help their children with research. The SLMS also offers monthly sessions for parents on a variety of topics such as: Better Searching through Google; INFOhio Databases: What's New?; How to Get Your Child Research Ready.</i></p>	<p><i>SLMS plans on assessing her library collection based on text complexity. SLMS attends several professional development sessions, including an online class offered by state association. Using her knowledge from targeted professional development, SLMS undertakes to analyze her library's collection for text complexity.</i></p>
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Teacher Librarian – School Library Media Specialist Rubric

Professional Responsibilities [Ohio Standards for the Teaching Profession 7]				
	ineffective	Developing	Skilled	Accomplished
MANAGING THE LIBRARY	Develops a budget proposal that inadequately reflects the needs of the library program.	Develops a budget proposal necessary to maintain the library program.	Develops a budget proposal necessary for a comprehensive library program	Uses data to develop a budget proposal necessary for a progressive and comprehensive library program.
Examples	<i>SLMS does not include in her proposed budget the purchase of e-books despite teacher requests to do so.</i>	<i>SLMS does not include in his proposed budget resources or materials to engage ESL students.</i>	<i>SLMS anticipates the need for additional literary non-fiction texts with the implementation of the OLS and solicits specific titles from teachers and consults review sources.</i>	<i>SLMS uses data collected from students, teachers, and administrators about e-book readers before writing a grant to the local education foundation.</i>

Teacher Librarian – School Library Media Specialist Rubric

Professional Responsibilities [Ohio Standards for the Teaching Profession 6,7]				
PLANNING AND EVALUATING THE LIBRARY PROGRAM	Ineffective	Developing	Skilled	Accomplished
		<p>Fails to have a plan to evaluate the library program.</p>	<p>Has a plan to evaluate the library program. The plan does not incorporate:</p> <ul style="list-style-type: none"> • Evaluation of instruction • Print and digital library materials • Use of library services • Use and evaluation of technology infrastructure and devices • Use and evaluation of the physical space • Alignment of resources to OLS 	<p>Has a plan to evaluate the library program. The plan incorporates some of the following:</p> <ul style="list-style-type: none"> • Evaluation of instruction • Print and digital library materials • Use of library services • Use and evaluation of technology infrastructure and devices • Use and evaluation of the physical space • Alignment of resources to OLS
Examples	<p><i>SLMS does not survey students to determine how the physical space could be adapted to meet the increase in personal computing devices.</i></p>	<p><i>SLMS has a plan to evaluate the library but it does not include input from the school community.</i></p>	<p><i>SLMS has a plan to evaluate the library using survey data from teachers about his instruction but does not include survey data from students.</i></p>	<p><i>SLMS seeks input from all stakeholders and works to incorporate input.</i></p>

Teacher Librarian – School Library Media Specialist Rubric

Professional Responsibilities [Ohio Standards for the Teaching Profession 7]				
GROWING AND DEVELOPING PROFESSIONALLY	Ineffective	Developing	Skilled	Accomplished
		<p>Fails to engage in professional development activities to enhance content knowledge or skill.</p> <p>Resists feedback on teaching performance from supervisors or colleagues.</p> <p>Does not participate in professional organizations.</p> <p>Fails to provide professional development to educational community.</p>	<p>Participates in professional development activities to enhance content knowledge or skill to a limited extent.</p> <p>Accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues.</p> <p>Finds limited ways to contribute to the profession.</p>	<p>Seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</p> <p>Welcomes feedback on teaching performance from supervisors and colleagues.</p> <p>Participates in various professional development opportunities and takes an active role in a professional organization.</p> <p>Provides professional development activities at faculty meetings and/or in-service programs.</p>
Examples	<p><i>SLMS does not read current literature on information, media and technology literacies; therefore is unaware of emerging trends in the field</i></p>	<p><i>SLMS provides a list of INFOhio resources at a departmental meeting but does not help teachers see connections to their own subject area..</i></p>	<p><i>SLMS attends annual conference or workshop and applies knowledge obtained at sessions to improve and enhance library programming.</i></p>	<p><i>SLMS engages in professional development activity on using e-books as a way to increase student engagement and assesses the veracity of this finding in her/his library.</i></p>

Teacher Librarian – School Library Media Specialist Rubric

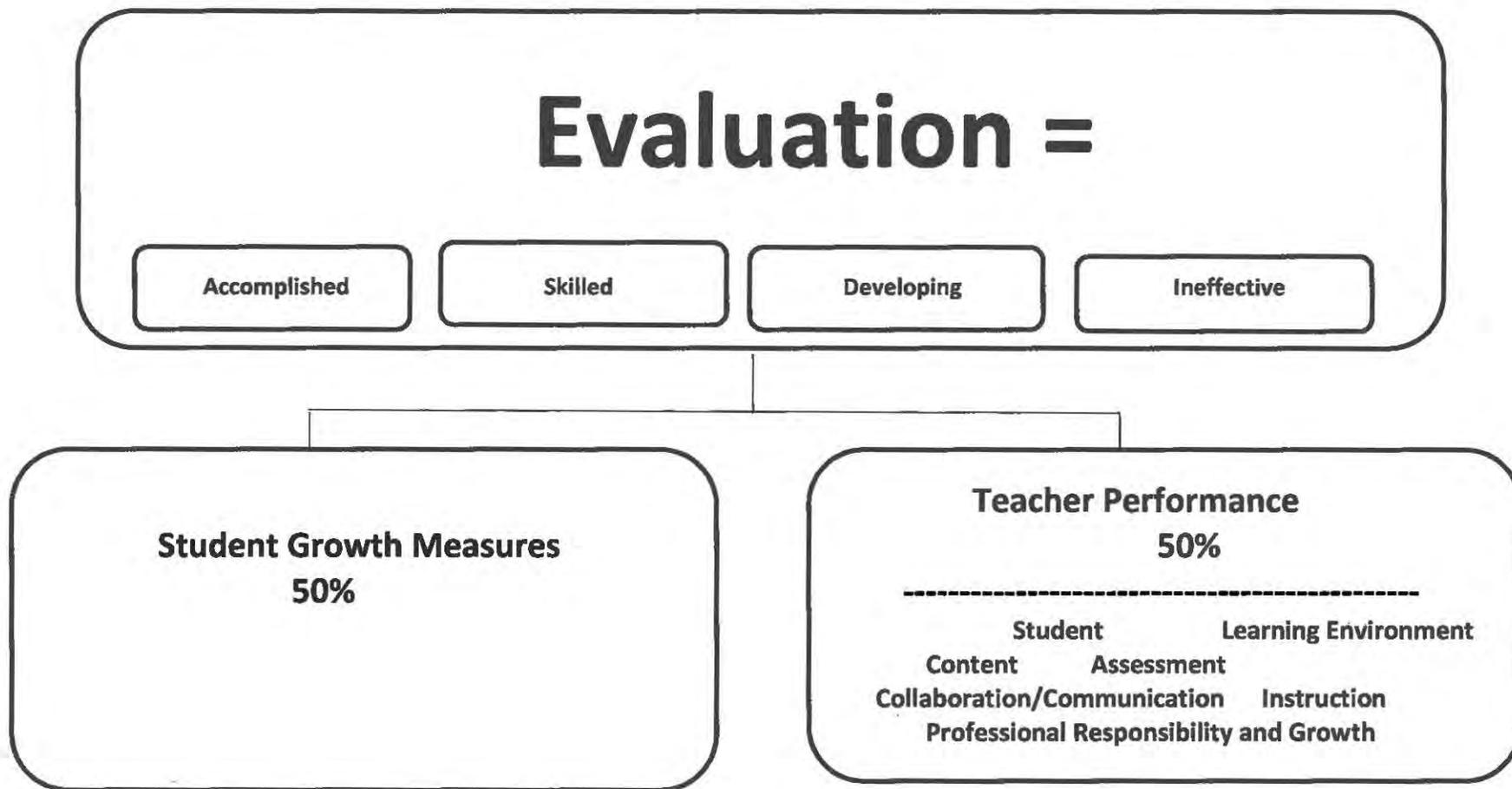
Professional Responsibilities [Ohio Standards for the Teaching Profession 7]				
	Ineffective	Developing	Skilled	Accomplished
MAINTAINING ACCURATE RECORDS	Does not maintain accurate or current records.	Maintains records such as inventories of resources, circulation, equipment, as well as statistics of library and resource usage.	Maintains accurate, reasonably current, and accessible records such as a current catalog of resources; circulation records; an inventory of equipment; and statistics of library and resource usage	Maintains accurate, current, and easily accessible records such as a current catalog of resources; circulation records; an inventory of equipment; and statistics of library and resource usage
Examples	<i>SLMS is unable to determine who has checked out the To Kill a Mockingbird audio-book.</i>	<i>SLMS seldom runs collection development reports so has an inaccurate assessment of the collection's age.</i>	<i>SLMS provides an annual report to the principal that includes library and resource usage statistics.</i>	<i>SLMS furnishes administrators with annual report of statistics and activities and is able to make correlations to student achievement and district goals.</i>

Teacher Librarian – School Library Media Specialist Rubric

Professional Responsibilities [Ohio Standards for the Teaching Profession 2,4,7]				
DEVELOPING AND MAINTAINING A COLLECTION OF RESOURCES	Ineffective	Developing	Skilled	Accomplished
		<p>Designs and develops a library program that is incoherent in its use of:</p> <ul style="list-style-type: none"> Standards-based instruction Student research and inquiry-based learning Student self-directed recreational reading District or professional guidelines for material selection Current, updated, appealing materials and formats as a result of purging Balance among different content areas collections <p>Fails to periodically inventory the library.</p> <p>Fails to use an online integrated library system when it is available.</p>	<p>Designs and develops a library program that is minimally coherent in its use of:</p> <ul style="list-style-type: none"> Standards-based instruction Student research and inquiry-based learning Student self-directed recreational reading District or professional guidelines for material selection Current, updated, appealing materials and formats as a result of purging Balance among different content areas collections <p>Inconsistently inventories the library.</p> <p>Inconsistently uses an online integrated library system when it is available.</p>	<p>Designs and develops a library program that is coherent in its use of:</p> <ul style="list-style-type: none"> Standards-based instruction Student research and inquiry-based learning Student self-directed recreational reading District or professional guidelines for material selection Current, updated, appealing materials and formats as a result of purging Balance among different content areas collections <p>Consistently inventories the library.</p> <p>Consistently uses an online integrated library system when it is available.</p>

<p>Examples</p>	<p><i>SLMS does not use review sources for material selection. SLMS makes no effort to participate in professional activities outside of school-sponsored in-service activities to learn about resources for instruction, organization and management of the collection.</i></p>	<p><i>SLMS uses review sources some of the time. SLMS makes limited effort to participate in professional activities outside of district-sponsored events to learn about resources for instruction, organization, and management of the collection.</i></p>	<p><i>SLMS uses review sources that may include, but are not limited to AASL booklists, School Library Journal, Booklist, VOYA, Kirkus, Newbery-Caldecott Awards. SLMS is a member of several school library associations (e.g., OELMA, AASL, ALA). SLMS attends professional library or technology conferences (e.g., eTech, ISTE, OELMA, Dublin Literacy) to learn about resources for instruction, organization, and management of the collection.</i></p>	<p><i>SLMS uses knowledge of resources for instruction, organization, and management of the collection to present at professional conferences OR is published in the field.</i></p>
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Evaluation Framework



Teacher Performance

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

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature ____ Date ____
 Evaluator Signature ____ Date ____

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

SEVERANCE PAY CALCULATION

_____	Total sick leave days accumulated (up to 210)
<u>X .25</u>	Percent paid per contract (25%)
_____	Total days at 25% to pay
_____	_____ Days earned above 210 (235 maximum)
_____	_____ Less days absent in last 5 years
_____	_____ Balance
_____	Additional days to pay based on above calculation Negative numbers are recorded as zero "0"
_____	Total days to pay
_____	Rate to pay (per contract)
_____	Total Severance pay due to this employee