



# MASTER CONTRACT

Between The

NEW ALBANY – PLAIN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

And The

PLAIN LOCAL EDUCATION ASSOCIATION

June 30, 2014 through June 29, 2015

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1 **PREAMBLE**

2  
3 The Plain Local Education Association (PLEA), Board of Education, and Administration of the  
4 New Albany-Plain Local Schools hereby affirm that a collaborative process based on open  
5 dialogue and creative problem solving is in the best interest of the District in order to innovate  
6 and reach our vision of becoming “The leader in reinventing education.” Further, it is our  
7 collective responsibility to achieve our mission of “developing high-achieving, ethical, self-  
8 directed, intellectually curious citizens of the world.”  
9

10 We believe that with a foundation of clear, aligned and rigorous standards, our students will  
11 reach the highest levels of achievement in academics, the arts, athletics and service. We will  
12 create diverse, personalized opportunities that will ensure that every student will be prepared for  
13 college, career and life success.  
14

15 We will motivate students to take ownership for their learning through trusting student-teacher  
16 relationships that foster self-directed learning. We commit that students will receive timely,  
17 ongoing feedback regarding what they know and how they can grow. We also understand that  
18 educators, parents, and students must engage in meaningful two-way dialogue to enhance student  
19 learning. We agree that when students struggle, we will relentlessly assess their needs and  
20 support them until each one succeeds. We strive to be the leader in academic achievement and  
21 growth in the state of Ohio and a top performer nationally to embrace the expectations and  
22 beliefs of our community.  
23

24 We believe lifelong learning by every staff member will enable us to create high levels of  
25 achievement and growth for every child. We commit to actively utilize data and research to  
26 guide our decisions and will access and engage the expertise of others from high-performing  
27 organizations across the globe with a focus on positive growth and professional development for  
28 all. We will continue to collaborate and support our professionals to continuously develop their  
29 expertise and effectiveness, all while focused on the needs of students.  
30

31 We pledge to never stop learning and evolving. We will constantly learn from our results, from  
32 research, and from others across the globe who are leading students to the highest possible levels  
33 of performance in every area. We will reinvent education and create a school district, culture,  
34 and community where every single person is empowered to serve, lead and succeed in our fast-  
35 paced, evolving world.  
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ARTICLE 1

RECOGNITION & BARGAINING UNIT

1.01 Recognition and Bargaining Unit

The New Albany - Plain Local School District Board of Education, hereinafter referred to as the "Board", hereby recognizes the Plain Local Education Association, an affiliate of the OEA, Central OEA, and the NEA, hereinafter referred to as the "Association", as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all full-time and regular part-time certificated classroom teachers (except teachers of singleton or special electives classes who are hired to teach on a one-fifth (1/5) contract basis or less), guidance counselors, speech and hearing therapists, and reading specialists. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Director of Personnel, and any other personnel hired to perform managerial or supervisory duties.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 Negotiations Procedure

- A. Those matters which are negotiable shall be salary, wages, fringe benefits, terms and working conditions, and other personnel policy matters directly involving members of the bargaining unit, including, but not limited to, grievance procedures, Association dues deduction and other Association rights.
- B. This contract may be altered or amended only by mutual consent of the Board and the Association by utilizing the provisions contained herein.
- C. By mutual agreement the parties may utilize the Interest Based Bargaining Procedure to negotiate a successor agreement. In the event the parties are unable to negotiate a successor agreement using IBB, the parties shall revert to traditional bargaining.

2.02 Commencement of Negotiations

- A. Unless otherwise specified in an existing negotiated Agreement, either party may give written notice of the reopening of negotiations between February 22 and March 10 of the year the Agreement is due to expire. Such written request shall be sent by registered or certified mail to the other party. Receipt of such written request shall begin and implement Section 2.04 of this Article.

- 1  
2 B. The initial meeting between the parties for the purpose of bargaining will be held  
3 within twenty (20) work days of the date of either party's written request. At this  
4 initial meeting, the parties will exchange their proposals in full and written form.  
5 No additional items shall be added after the first negotiating session unless  
6 mutually agreed to by both teams. Items previously negotiated and approved by  
7 the Board and the Association and which are not contained on the negotiations  
8 agenda shall automatically become a part of the successor Agreement.  
9

10 2.03 Composition of Negotiating Teams

- 11  
12 A. There shall be no more than five (5) members on the Association's negotiating  
13 team at the table at any given time. Only one of the Association's negotiating  
14 team may be a staff representative of the Association's State or National affiliate.  
15 All other members of the Association's negotiating team shall be members of the  
16 bargaining unit.  
17  
18 B. There shall be no more than five (5) members on the Board's negotiating team at  
19 the table at any given time. Only one of the Board's negotiating team may be a  
20 professional consultant under hire by the Board, but not an employee of the Board  
21 and/or certificated administrator and supervisor employees of the Board who are  
22 not members of the bargaining unit.  
23  
24 C. Names of each respective party's negotiating team members, including  
25 designation of its primary spokesperson, shall be exchanged between the  
26 Superintendent and the Association's President at least one week prior to the  
27 initial bargaining meeting as described in Section 2.04 of this Article. Nothing  
28 herein shall deny the right of either party to change the individuals on its  
29 negotiating team or assignment of those individuals. Non-participating observers  
30 are welcome at the invitation of either team, provided that, except with the  
31 consent of the other team, (a) Association-invited observers must be members of  
32 the Association, (b) Board-invited observers must be members of the Board or  
33 District administrators, and (c) neither team shall have more than two (2)  
34 observers at any bargaining session.  
35

36 2.04 Negotiating Meeting

- 37  
38 A. All negotiating meetings shall be conducted in private session outside of the  
39 regular school day unless both parties agree to grant released time to those  
40 affected team members who are Board employees without loss of pay.  
41  
42 B. Upon the motion of either party, the negotiating meeting shall be recessed for no  
43 longer than thirty (30) minutes to permit the requesting party to caucus.  
44  
45 C. Unless otherwise agreed to by the parties, bargaining sessions shall last a  
46 maximum of three (3) hours.

- 1  
2 D. Before the conclusion of the initial and successive negotiating meetings, the  
3 parties shall mutually agree on a date, time and place for the next negotiating  
4 meeting(s).  
5  
6 E. As negotiated items receive tentative agreement they shall be reduced to writing  
7 and initialed by each party.  
8

9 2.05 Exchange of Information

- 10  
11 A. The Board, through the office of the Superintendent, shall provide official public  
12 documents to the Association upon its reasonable request and within a reasonable  
13 time thereafter.  
14  
15 B. It is understood that this provision shall not require the Board, Superintendent, or  
16 Treasurer to release confidential personnel records or to compile information and  
17 statistics in the form requested if not already compiled in that form. The  
18 Association agrees to reimburse the Board for the actual duplicating costs of such  
19 data, documents and information.  
20

21 2.06 Impasse

- 22  
23 A. If tentative agreement on all items is not reached or otherwise resolved between  
24 the parties, either party may declare an impasse on those items on which tentative  
25 agreement has not been reached.  
26  
27 B. The party declaring impasse may call for the involvement of a mediator under the  
28 auspices of the Federal Mediation and Conciliation Service (FMCS). If the option  
29 to call for mediation is exercised by one party, the other party shall join in the  
30 request to the FMCS within two (2) days of the call for mediation. Mediation  
31 shall conform to the FMCS rules and regulations.  
32  
33 C. Mediation, as described in Section 2.06(B) of this Article, constitutes the parties'  
34 mutually agreed alternative dispute settlement procedure under Section 4117.14  
35 of the Ohio Revised Code and supersedes any and all of the procedures discussed  
36 in that statute. Unless mutually extended by the parties, mediation shall terminate  
37 at the end of the tenth (10th) day following the initial negotiating session under a  
38 mediator's auspices and the Association shall then be entitled to exercise the  
39 rights specified in Section 4117.14 (D) of the Revised Code.  
40

41 2.07 Ratification

- 42  
43 A. When all items of negotiations have been tentatively agreed to or otherwise resolved  
44 between the negotiating teams, the items having tentative agreement will be reviewed  
45 and compiled into a package by the teams.  
46

- 1 B. The ratification vote of the Association members shall be taken on the package as  
2 a whole and will not be taken on singular provisions. The ratification vote of the  
3 Association members shall be taken no later than ten (10) work days after the  
4 compilation of the package unless school is not in session, in which case said vote  
5 will take place as soon as feasible. A majority vote in the affirmative shall  
6 constitute ratification.  
7
- 8 C. The Association shall report to the Superintendent whether or not its membership  
9 ratified the package within three (3) work days after the vote.  
10
- 11 D. If the Association reports that it has ratified the package, the Board will vote  
12 within ten (10) work days of receipt of said report on the identical package as a  
13 whole and not on singular provisions. The affirmative vote of a majority of the  
14 entire membership of the Board shall constitute approval.  
15
- 16 E. Upon ratification of the Association and approval by the Board, the package shall  
17 be signed by the Board President and the Association President and shall become  
18 a part of the official minutes of the Board.  
19
- 20 F. If the Association fails to ratify the package, it shall notify the Superintendent  
21 within three (3) work days of the failure to ratify and the specific reason(s) for  
22 disapproval. If the Board fails to approve the package, it shall notify the  
23 Association President within three (3) work days of the failure to approve and the  
24 specific reason(s) for disapproval.  
25

26 2.08 Savings Clause  
27

- 28 A. If any provisions of this Contract are found to be contrary to law, then that  
29 provision shall be deemed invalid except to the extent permitted by law, but all  
30 other provisions shall continue in full force and effect.  
31
- 32 B. If any provisions of this Contract are found to be contrary to law and its  
33 invalidation makes remaining provisions inoperable, this shall be reason for  
34 immediate reopening of negotiations on that specific provision for the purpose of  
35 reaching a legal substitute agreement. The remaining provisions shall remain in  
36 full force and effect.  
37

38 2.09 Amendment  
39

40 The Association and the Administration, through their respective designees, may  
41 meet privately during the term of this Contract. In the event that such a meeting  
42 produces a mutual accord that a specific amendment is desirable, such proposal  
43 for amendment shall be submitted for ratification by the Executive Board of the  
44 Association and thereafter by the Board and shall become effective upon such  
45 dual ratification unless the amendment otherwise provides.  
46

1 ARTICLE III

2 COMPLETE AGREEMENT CLAUSE

3  
4 3.01 The Board and the Association hereby confirm that each had the full opportunity to  
5 present proposals and counter-proposals during the negotiations which led to this  
6 Contract. Both parties therefore agree that, during the life of this Contract, neither party  
7 will be obligated to negotiate on any issue in this Contract. This Contract entered into on  
8 the date signed in Article XVIII below constitutes the full and complete Contract between  
9 the parties and all other prior agreements and practices are rendered null and void and  
10 shall have no force or effect on either party upon the mutual adoption of this Contract.

11  
12 3.02 It is further agreed that this Contract becomes effective June 30, 2014, and shall remain  
13 in full force and effect until twelve o'clock midnight of June 29, 2015.

14  
15 ARTICLE IV

16 MANAGEMENT RIGHTS

17  
18 4.01 The Association recognizes that the Board, under the laws and as limited by the laws of  
19 Ohio, exclusively has the responsibility and authority to manage direct, on behalf of the  
20 public, all the operations and activities of the District. Except as expressly abridged,  
21 limited or modified by the terms of this Contract or applicable law, all such rights,  
22 powers, authority, prerogatives of management and responsibility to enforce reasonable  
23 rules and regulations governing the conduct and activities of teachers are retained by the  
24 Board.

25  
26 4.02 The administrative authority of the Board shall be implemented by the Superintendent  
27 and other administrative or supervisory personnel employed by the Board.

28  
29 ARTICLE V

30 LEAVE PROVISIONS

31  
32 5.01 General Provisions

33  
34 With the exceptions of Sections 5.02, 5.04, 5.05, 5.07, and 5.10 of this Article, not more  
35 than five (5) teachers may take leave from duties on any one (1) given day.

36  
37 5.02 Sick Leave

38  
39 A. Sick leave shall be as follows:  
40 Sick leave credit shall accumulate at the rate of 1-¼ days per month at a  
41 maximum of fifteen (15) days per year.  
42 Each teacher's maximum accumulation shall be 300 days.

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- B. Each beginning teacher or any teacher who has exhausted his/her accumulated sick leave shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year or, if necessary, the following contractual year. If a teacher ends Board employment using advanced sick leave and not earning same, he/she shall have the per diem amount deducted for said unearned sick leave from the last pay check issued by the Board.
  
- C. Any teacher transferring to the employ of the Board shall be credited with the unused balance of that teacher's accumulated sick leave up to 300 days upon verification of such accumulation from the proper public agency.
  
- D. A teacher may at his/her discretion use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children, absence due to illness or death in the immediate family, and for paternity and adoption as set forth in this section.
  
- E. Sick leave shall be limited to the following maximums per occurrence during a teacher's contractual year without exceeding that teacher's total sick leave accumulation:
  - 1. Absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children - all required and necessary use of sick leave.
  - 2. Absence due to illness, injury or death of members of the employee's household who reside with the employee - all required and necessary use of sick leave.
  - 3. Absence due to illness, injury or death of the employee's spouse, child, father, mother, brother, sister, grandparent or death of the employee's father-in-law, mother-in-law, brother-in-law, or sister-in-law - all required and necessary use of sick leave.
  - 4. Those individuals mentioned in the two preceding paragraphs are members of the employee's immediate family.
  - 5. Upon prior approval of the Superintendent, sick leave may be extended or may be used for illness, injury, or death of others who are not included in the list above.
  
- F. Teachers will be notified monthly of their accumulative sick leave.
  
- G. Immediately after the birth of a unit member's child, the following rules shall apply:

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1. The mother may use up to thirty (30) working days of accumulated sick leave. Additional days may be taken if accompanied by a doctor's statement.
2. The father may use up to ten (10) working days of accumulated sick leave.
3. When both husband and wife are members of the unit, the number of days shall not be in the aggregate.

H. A unit member who is directly responsible for the care of a newly adopted child may use up to fifteen (15) days of sick leave for the purpose of caring for the newly adopted child. Where both husband and wife are members of the unit, the number of days is in the aggregate. The aforesated number of days for the care of a newly adopted child shall be subject to extension upon approval of the Superintendent or his/her designee.

I. In the event of catastrophic, prolonged, or chronic illness, an employee who has exhausted his/her sick leave under this section may request, through the Association, the Superintendent to authorize voluntary transfer of additional sick leave days from other bargaining unit members to the affected unit member. Guidelines for administering this provision shall be mutually developed by the Association President and the Superintendent. A copy of such Guidelines is attached in Appendix A.

J. Teachers using sick leave should notify AESOP before 6:00 A.M. of the day sick leave will be used. In emergency situations, these time limits will be waived, and the teacher shall contact the principal or building secretary.

K. Upon return from sick leave, a teacher will be required to complete and sign a sick leave form indicating use of sick leave for one of these specified categories: personal illness or injury, illness or injury in immediate family, or death in the immediate family.

1. If medical attention was required for the teacher, he/she is required to list on the form the name(s) and the address(es) of attending physician(s) and the date(s) when consulted.
2. Willful falsification of a statement on the sick leave form will provide possible grounds for suspension or termination of employment.

L. Any teacher who (a) remains on paid status throughout the entirety of a school year under Section 8.05 below, (b) does not use any sick leave under this section or personal leave under Section 5.05 below during that school year, and (c) completes and submits to the Treasurer's office within five (5) days of the last day of that school year a form that shall be promulgated by the Superintendent for

1 such purpose shall receive a \$500 incentive payment in his/her first paycheck in  
2 the following month, provided that any such teacher who satisfies requirements  
3 (a) and (c) but not (b) as just stated and who uses only one (1) day or less of such  
4 sick leave and personal leave together shall instead receive a \$200 incentive  
5 payment in that paycheck. Use of personal leave for one (1) or more bona fide  
6 religious holidays the observance of which by the bargaining unit member is  
7 required by the member's sincere religious beliefs, shall not disqualify the  
8 member from receiving the incentive payment set forth under this paragraph.  
9

10 5.03 Professional Leave for Unit Members

11  
12 Two (2) days of professional leave shall be granted per contractual year with pay upon  
13 written notification of a bargaining unit member to the Superintendent or his/her  
14 designee. The following provisions shall govern the use of professional leave.  
15

- 16 A. The use of professional leave shall be in-state/out-of-state and limited to:  
17 Professional workshops, seminars, or visitation to other school districts.  
18
- 19 B. Notification must be submitted in writing or electronically, using the appropriate  
20 form, to the Superintendent or his/her designee at least fourteen (14) work days  
21 prior to the use of professional leave and must state the purpose for such leave.  
22
- 23 C. Travel expenses will be reimbursed within the following parameters:  
24
  - 25 1. Automobile - at the then current IRS mileage allowance.
  - 26
  - 27 2. Reimbursement shall not be for organizational dues included in  
28 registration fees.
  - 29
  - 30 3. Reimbursement for expenses other than for travel shall be left to the  
31 judgment of the Superintendent.
  - 32
- 33 D. Reimbursement for expenses will be made within one (1) calendar month from  
34 the date the voucher is received by the Treasurer.  
35
- 36 E. There will be no time or expense limitations if attendance at an activity or  
37 visitation is required by the district.  
38
- 39 F. Professional leave for activities in excess of one (1) day per contractual year or  
40 for out-of-state activities must have prior approval of the Superintendent and, with  
41 his/her approval, additional trip related expenses may be reimbursed to the staff  
42 member.  
43
- 44 G. A brief report outlining activities participated in or undertaken by the unit  
45 member shall be submitted to the Superintendent or his/her designee not later than  
46 five (5) school days after the unit member's return. Reimbursement will not be

1 made until such report is submitted as required above. Failure to submit a timely  
2 report will constitute a waiver of unit member's claim to reimbursement.  
3

- 4 H. Should the Board implement a reduction and/or suspension of professional leave  
5 for all school district employees, due to a Board determination, in its discretion,  
6 that there is a current or projected deficit of funds, then the Superintendent shall  
7 not be required to approve the two (2) days listed above. Any approval process  
8 for bargaining unit members to use professional leave during the time of Board  
9 reduction/suspension of professional leave, shall be fair and equitable at all levels  
10 and within all buildings except as additional funds are obtained from a non-  
11 District source for a specific purpose.  
12

13 5.04 Citizenship Leave  
14

15 Members of the bargaining unit shall be granted Citizenship Leave with pay for the  
16 following reasons:  
17

- 18 A. Court appearance for jury selection or duty - a unit member called for jury duty  
19 shall be excused from work for the days which he or she serves and will receive  
20 his/her per diem rate of pay and shall also receive any remuneration/compensation  
21 received for serving as a juror.  
22
- 23 B. Court appearance as a witness under subpoena - a unit member subpoenaed as a  
24 witness in a court of law shall be excused from work for the days which he or she  
25 is required to provide testimony. Unit members shall receive his or her per diem  
26 rate of pay minus any payment he/she receives for witness service.  
27
- 28 C. Unit members shall submit a statement of attendance as authorized and issued by  
29 the Clerk of Courts to the Superintendent or his/her designee as proof of such  
30 service. Unit members that claim no remuneration for witness service shall sign  
31 and date an affidavit to that effect.  
32

33 5.05 Personal Leave  
34

- 35 A. Each teacher shall be entitled to not more than three (3) days of absence, with  
36 pay, each school year subject to restrictions in paragraph 5.05B. Such days shall  
37 not be deducted from sick leave. Where possible, a teacher will give his/her  
38 principal twenty-four (24) hours advance notice of his/her intention to take such  
39 leave. When a teacher is absent for personal reasons, a report of such absence,  
40 signed by the teacher, shall be filed with his/her principal within five (5) days  
41 following the last day of absence.  
42
- 43 B. No more than ten percent (10%), rounded up to the nearest whole number, of unit  
44 members at the elementary, middle, and high school levels, respectively, shall  
45 take personal leave on any day, except that the Superintendent may allow an  
46 exception to this limitation if, in his/her discretion, appropriate circumstances

1 exist. Personal Leave may not be taken: on either of the first two (2) days of a  
2 teacher's contractual year, the day before or after a holiday or scheduled break of  
3 two or more days in the school calendar, on district-wide in-service days, on days  
4 when semester and/or year-end exams are scheduled, or on either of the last two  
5 (2) days of a teacher's contractual year except for one of the following reasons:  
6

- 7 1. Graduation or wedding of self or immediate family member
- 8 2. Religious observance
- 9 3. Change of residence where move must be made during work week
- 10 4. Court appearance
- 11 5. Unanticipated weather-related travel emergencies

12  
13 C. Additional days of paid Personal Leave shall not be granted except in extreme  
14 and/or unusual circumstances which are subject to prior approval by the  
15 Superintendent.  
16

17 D. For purposes of Personal Leave, a school year is the teacher's contract year.  
18 Teachers employed after ninety (90) school days into a given school year shall be  
19 eligible for only two (2) days of Personal Leave during his/her initial contract.  
20

21 E. At the end of each contract year, each unused personal leave day shall be credited  
22 and added onto the employee's accumulated sick leave, not to exceed 300 days.  
23

24 F. Falsification of a statement on the Personal Leave Request Form may lead to  
25 disciplinary action as the Board may deem appropriate. The Personal Leave  
26 Request Form shall be jointly reviewed and modified if needed.  
27

28 G. Any teacher who (a) remains on paid status throughout the entirety of a school  
29 year under Section 8.05 below, (b) does not use any personal leave under this  
30 section or sick leave under Section 5.02 above during that school year, and (c)  
31 completes and submits to the Treasurer's office within five (5) days of the last day  
32 of that school year a form that shall be promulgated by the Superintendent for  
33 such purpose shall receive a \$500 incentive payment in his/her first paycheck in  
34 the following month, provided that any such teacher who satisfies requirements  
35 (a) and (c) but not (b) as just stated and who uses only one (1) day or less of such  
36 personal leave and sick leave together shall instead receive a \$200 incentive  
37 payment in that paycheck. Use of personal leave for one (1) or more bona fide  
38 religious holidays the observance of which by the bargaining unit member is  
39 required by the member's sincere religious beliefs, shall not disqualify the  
40 member from receiving the incentive payment set forth under this paragraph.  
41  
42

1 5.06 Child Care Leave

2  
3 A. Eligibility

- 4  
5 1. A member of the bargaining unit who becomes knowledgeable of an  
6 anticipated birth of his/her child or the adoption of a child shall be granted  
7 an unpaid child care leave.  
8  
9 2. No later than thirty (30) calendar days before the effective date of the  
10 leave, the staff member must submit written notice of this leave to the  
11 Superintendent. A written request for alteration or cancellation of the  
12 effective date may be made to the Superintendent.  
13  
14 3. In the case of adoption, the leave shall begin no earlier than one (1) week  
15 prior to the date of legal custody unless this time requirement is waived by  
16 the Superintendent.  
17  
18 4. If an expectant or adopting mother and father are both employed by the  
19 district, either may apply for leave. Child care leave will not be granted to  
20 both.  
21

22 B. Leave Duration

- 23  
24 1. The initial request may be for a time period up to the remainder of the  
25 school year. Said unit member may request an extension of the leave for  
26 up to one (1) additional year.  
27  
28 2. For the purposes of this section, a school year consists of two (2)  
29 semesters (as per adopted school calendar). A unit member will not return  
30 to work from child care leave during the term of a semester except as  
31 provided in (C)(3) below.  
32

33 C. Application for Leave and Leave Extension

34  
35 1. Initial

36  
37 Application for the initial leave shall be made in writing to the  
38 Superintendent's office in accordance with the proceedings and times  
39 noted above.  
40

41 2. Extension

42  
43 Application for a leave extension shall be made in writing to the  
44 Superintendent's office at least fourteen (14) calendar days prior to the end  
45 of the school year after which the initial leave terminates.  
46  
47

1                   3.     Early Termination

2  
3                   Upon mutual agreement of the unit member and the Superintendent, a  
4                   leave can be terminated early.

5  
6                   D.    Board Approval

7  
8                   The Board shall grant the initial leave request. If requested by the unit member,  
9                   the Board may grant one (1) leave extension up to one (1) additional school year.

10  
11                  E.    Assignment

12  
13                  At the termination of the leave, said unit member shall resume the contract status  
14                  which he/she held prior to such leave. The unit member shall be assigned to the  
15                  same position held prior to such leave or to a comparable position.

16  
17                  F.    Insurance

18  
19                  If the unit member on leave wishes to continue any or all of his/her insurance  
20                  coverage(s) and if permitted by the insurance carrier(s), the unit member shall  
21                  remit the total cost of the monthly premium(s) for such coverage(s) to the  
22                  Treasurer of the Board of Education on or before the first day of each month after  
23                  the leave begins.

24  
25    5.07   Leave-of-Absence (Unpaid)

26  
27                  A.    A unit member, upon written notice to the Board may be granted a leave-of-  
28                  absence without pay for either one (1) semester or one (1) school year. If the  
29                  following criteria are met, the Board may approve the unpaid leave:

30  
31                   1.    A unit member shall have completed five (5) continuous years of  
32                   employment with the board and has not been granted a sabbatical leave.

33  
34                   2.    If an appropriate substitute can be secured.

35  
36                  B.    A leave under these provisions will be granted to members of the bargaining unit  
37                  only once during their employment with the Board.

38  
39                  C.    If the unit member on leave wishes to continue any or all of his/her insurance  
40                  coverage(s), the unit member will remit the total cost of the monthly premium(s)  
41                  for such coverage(s) to the Treasurer of the Board fifteen (15) days prior to the  
42                  due date.

43  
44                  D.    At the termination of the leave, the unit member shall resume the contract status  
45                  which he/she held prior to the leave. The unit member shall be assigned to the  
46                  same position held prior to such leave or to a comparable position.

1  
2 5.08 Sabbatical Leave  
3

4 A member of the bargaining unit, upon written request to the Board, may be granted a  
5 leave-of-absence with part pay for either one (1) semester or one (1) school year in  
6 keeping with the following provisions:  
7

- 8 A. A member of the bargaining unit shall have five (5) years of service. For the  
9 purpose of this policy, service shall mean experience in the District.  
10  
11 B. A plan of professional improvement shall be furnished prior to Board approval.  
12 Upon return from sabbatical leave, a report shall be filed by the unit member as  
13 proof that said plan was followed.  
14  
15 C. The part salary shall be the difference between the unit member's regular salary  
16 for the affected semester(s) and the salary of a substitute for the period of time the  
17 sabbatical leave shall be in effect. Notification of said part salary shall be given  
18 to the unit member as soon as possible. Such part salary may be increased. If  
19 increased, the unit member will be notified as soon as possible.  
20  
21 D. The Board shall attempt to secure a replacement so that the bargaining unit  
22 member on a sabbatical leave will receive some pay during that period.  
23  
24 E. Additional sabbaticals shall be made available to unit members after completion  
25 of five (5) additional years of service.  
26  
27 F. A unit member returning from a sabbatical leave will return to the same  
28 assignment held prior to such leave or to a comparable assignment.  
29  
30 G. A year of sabbatical leave shall count as a year of credit for placement on the  
31 salary schedule.  
32  
33 H. A unit member is required to return to duty after a sabbatical for at least the same  
34 length of time he/she was on sabbatical leave or he/she shall be required to pay  
35 back all remuneration received from the Board as set forth in paragraph C.  
36  
37 I. A unit member may complete retirement contribution and secure retirement credit  
38 for the period of the sabbatical leave within the two-year period immediately  
39 following the leave. Otherwise, eligibility to do so is lost.  
40  
41 J. The unit member whose sabbatical leave request is approved will be eligible for  
42 Board provided insurance benefits as follows:  
43  
44 1. The Board will pay the insurance benefits of the unit member on leave if  
45 the substitute elects not to take advantage of these benefits.  
46

- 1           2.     The Board will pay the cost difference of the insurance benefits of the unit  
2           member on leave if the substitute elects to take advantage of benefits less  
3           than those provided to the unit member on leave. The remaining costs of  
4           these benefits for the unit member on leave will be his/her obligation and  
5           he/she will remit the partial cost of the monthly premium to the Board's  
6           Treasurer on or before the first day of each month after the leave begins.  
7
- 8           3.     If the substitute takes advantage of insurance benefits which cost the  
9           Board at least as much as those paid for the unit member on leave, the unit  
10          member on leave will, if continued coverage is desired, remit the total cost  
11          of the monthly premium to the Board's Treasurer on or before the first day  
12          of each month after the leave begins.  
13

14   5.09   Short-Term Leave (Unpaid)

- 15
- 16   A.     Upon written notification of a bargaining unit member, short-term leave for up to  
17          five (5) days per contractual year may be granted by the Board without pay.  
18
- 19   B.     If the following criteria are met, the Board may approve the unpaid leave:  
20
- 21          1.     The leave is not for either the first two (2) days or the last two (2) days of  
22          the bargaining unit member's contractual year.  
23
- 24          2.     The written request for said leave includes a statement from the requesting  
25          unit member's building principal that adequate lesson plans are secured for  
26          the period of the leave.  
27
- 28          3.     The day requested is not the day immediately before or after a vacation or  
29          holiday during which schools are closed for students.  
30
- 31          4.     The day requested is not on days when grading period and/or  
32          semester/year-end exams are scheduled for students of the requesting unit  
33          member.  
34
- 35          5.     The requesting unit member has either exhausted or has applied to use all  
36          of his/her personal leave for that particular contractual year.  
37
- 38          6.     The requesting unit member has submitted the request ten (10) calendar  
39          days prior to the dates requested.  
40
- 41          7.     A suitable substitute is available to undertake the unit member's  
42          responsibilities while on leave.  
43
- 44          8.     Short-term leave may be extended without pay beyond the five (5) days  
45          for reasons of religious observance.  
46

1 5.10 Family and Medical Leave Act of 1993, as Amended

2  
3 Notwithstanding anything to the contrary herein, teachers and the Board shall each have  
4 all of their respective rights and obligations under the Family and Medical Leave Act of  
5 1993, as amended, provided that these rights and obligations shall be in supplementation  
6 of, and not detract from, any other provision of this Contract.  
7

8 5.11 Religious Holiday Leave

9  
10 A. A unit member may be absent, with pay, on a Religious Holiday not included in  
11 the school calendar. Observance of the Holiday as a day on which no work is to  
12 be performed must be required by a bona fide religious belief; this may be  
13 demonstrated by a showing that the Holiday is one that is so observed by a bona  
14 fide religion or religious body to which the member is an adherent holding such a  
15 belief. Such absence shall not exceed one (1) day during the school year.  
16

17 B. Requests for such absence shall be made in writing delivered to the  
18 Superintendent or his/her designee at least ten (10) school days prior to the  
19 Holiday. Where the Holiday occurs less than 10 school days after the beginning  
20 of the school year, the request shall be delivered on or before the end of the  
21 second working day of the school year. Where a request is denied, the unit  
22 member may request reconsideration by the Superintendent or his/her designee.  
23  
24

25 ARTICLE VI

26 ASSOCIATION RIGHTS

27 6.01 Association Deductions

28  
29 The Board agrees to deduct membership dues of the Association, its unified affiliates and  
30 other affiliated organizations in the manner prescribed below:  
31

32 A. The Association will inform each of its members and prospective members of the  
33 voluntary nature of their authorization for deduction(s), including the prescribed  
34 procedure for utilizing an authorization and the provisions and procedures for  
35 revoking an authorization.  
36

37 B. The Association agrees to distribute and collect prescribed authorization forms  
38 from members of the bargaining unit. The Association agrees to provide the  
39 prescribed authorization forms to the teachers.  
40

41 C. Nothing herein will require the Board or administrative or supervisory personnel  
42 to assist in any way with the distribution, signing, and returning of the prescribed  
43 authorization forms. These functions are the sole responsibility of the Association.  
44

- 1 D. The Association President or Treasurer shall submit all new signed authorization  
2 forms to the Treasurer of the Board during a period from September 1 to  
3 September 30 each year. Unless revoked in keeping with procedures contained  
4 herein, an authorization will continue from year to year. The Board's Treasurer  
5 shall deduct dues in ten (10) equal installments beginning with the second  
6 paycheck coming due in October and each second paycheck of each of the  
7 following nine (9) months. Any member of the bargaining unit who has  
8 authorized said deductions may revoke his/her authorization by notifying the  
9 Board's Treasurer on a form prescribed by the Board and the Association within  
10 the window period from September 1 to September 30.
- 11
- 12 E. To provide for a more equitable means of taking deductions from an individual's  
13 pay, all voluntary deductions, other than professional dues and credit union  
14 payments, shall be deducted from the first payroll of each month. Credit union  
15 payments shall be equally divided between the first and second payroll of each  
16 month and professional dues shall be deducted the second payroll of each month  
17 as set forth herein.
- 18
- 19 F. Within fourteen (14) calendar days following completion of each deduction  
20 payroll, the Board's Treasurer shall remit the amount which was deducted to the  
21 Association Treasurer in check form made payable to "The Plain Local Education  
22 Association".
- 23
- 24 G. By September 15 of each year, the Association will notify the Board's Treasurer  
25 as to the total amount to be deducted per member. Such notification shall be in  
26 the form of a letter signed by the Association President or Treasurer. The amount  
27 to be deducted may not be changed more frequently than once each twelve (12)  
28 months.
- 29
- 30 H. The Association will indemnify the Board and its Treasurer against liability for all  
31 deductions made in accordance with these provisions provided the Board's  
32 Treasurer has received and is in possession of a duly signed authorization card.
- 33
- 34 I. Signed authorization forms submitted under any previous negotiated agreement  
35 shall continue in full force and effect under this agreement but may be revoked in  
36 keeping with paragraph (D) above.
- 37
- 38 J. The term "dues" of an Association member or enrolling member shall not be  
39 deemed to include any fine, assessment, back dues, or other deductions not  
40 expressly provided for in this Agreement.
- 41
- 42 K. In the event a unit member's employment is voluntarily or involuntarily  
43 terminated, or the unit member takes an unpaid leave of absence, the balance of  
44 the annual dues not deducted during the year will be deducted from the unit  
45 member's final check, except in the case of a unit member's death. The Human  
46 Resources Office shall copy the PLEA President/designee and the

1 Treasurer/designee prior to when a unit member terminates employment or takes  
2 an unpaid leave of absence from the district.  
3

4 6.02 Fair Share Fee  
5

6 Effective July 1, 2008, the Board agrees, pursuant to Section 4117.09(C) of the Ohio  
7 Revised Code, to implement the payroll deduction of a fair share fee by the terms and  
8 procedures below. Each bargaining unit member who is not a member of the Association  
9 on July 1, 2008 and continues to not be a member during his/her employment with the  
10 Board shall not be subject to the provisions below of this Section 6.02. Should said  
11 nonmember become a member of the Association after July 1, 2008, then said unit  
12 member shall be subject to all of the provisions below of this Section 6.02.  
13

- 14 A. In addition to any payroll deduction set forth in Section 6.01 above, each bargaining unit  
15 member who is not a member of the Association by October 1 or by the sixtieth (60th)  
16 calendar day after his/her initial employment with the Board, whichever is later, shall pay  
17 a fair share fee by payroll deduction. The amount of the fair share fee shall be deducted  
18 by the Board Treasurer without written authorization and shall be remitted to the  
19 Association's Treasurer on the same basis as authorized dues deductions. The fee shall  
20 represent that portion of Association dues expended for purposes germane to the  
21 Association's work in the realm of collective bargaining to the extent permitted by law  
22 and shall not exceed one hundred percent (100%) of the unified dues of the Association.  
23
- 24 B. Notice of the amount of the annual fair share fee shall be transmitted by the Association  
25 to the Board Treasurer on or about September 15 of each year for the purpose of  
26 determining amounts to be deducted from payroll. The Board Treasurer shall issue a  
27 check to the Association's Treasurer each month with a list of those persons for which the  
28 deductions were made and the amount deducted for each staff member.  
29
- 30 C. The payroll deductions shall be in eight (8) equal installments. If there are not eight (8)  
31 payroll deductions remaining in the year, the unpaid balance shall be deducted in equal  
32 installments. A fair share fee may also be paid in cash to the Association in full between  
33 January 15th and January 30th of each year.  
34
- 35 D. Payroll deduction of such fair share fees shall begin on the first payday in February,  
36 except that no fee deductions shall be made for bargaining unit members employed after  
37 February 15th.  
38
- 39 E. If a staff member's employment ends, or if s/he goes on an unpaid status, before all  
40 required deductions have been made, the unpaid balance will be deducted from his/her  
41 final payroll check for that school year. If the amount of the last payroll check is  
42 insufficient to cover the balance of the fee due, collection of any remaining amount shall  
43 be the Association's sole responsibility.  
44
- 45 F. Full-time bargaining unit members employed after the first semester of each school year  
46 who are members of the Association and its affiliates or non-members subject to the fair

1 share fee under this Article shall pay no more than fifty percent (50%) of the regular  
2 Association membership dues.  
3

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

10  
11 H. The Association shall notify each non-member of the fair share fee prior to December  
12 15th of each year. Upon timely demand, non-members may apply to the Association for  
13 an advance reduction of the fair share fee pursuant to the internal procedure adopted by  
14 the Association. The advance reduction shall be the proportionate amount of monies  
15 expended for partisan political or ideological purposes not germane to the Association's  
16 work in the realm of collective bargaining.  
17

18 I. No member of the bargaining unit is required by this Article to become a member of the  
19 Association. An employee who, because of a bona fide religious belief, objects to paying  
20 the fair share fee may file notice with the Association, at the OEA Headquarters Office,  
21 challenging the deduction of the fair share fee on the basis of Title VII of the federal  
22 Civil Rights Act of 1964, as amended and any other applicable legal standards. The  
23 Association shall process the notice in accordance with its internal procedures. Any  
24 accommodation made by the Association to the employee shall comply with Title VII of  
25 the federal Civil Rights Act of 1964, as amended and any other applicable legal  
26 standards.  
27

28 J. The Association agrees to defend and indemnify the Board for any cost, demands, claims,  
29 suits or liability incurred as a result of the implementation and enforcement of this  
30 provision provided that:  
31

32 1. The Board shall give written notice within ten (10) work days of any claim  
33 made or action filed against the employer by a non-member for which  
34 defense and indemnification may be claimed;

35 2. The Association shall reserve the right to designate counsel to represent  
36 and defend the employer;

37 3. The Board agrees to (1) give full and complete cooperation and assistance  
38 to the Association and its counsel at all levels of the proceeding, (2) permit  
39 the Association or its affiliates to intervene as a party if it so desires,  
40 and/or (3) not oppose the Association or its affiliates' application to file  
41 briefs amicus curiae in the action;

42 4. The Board acted in good faith compliance with the fair share fee provision  
43 of this Agreement; however, there shall be no defense or indemnification

1 of the Board if the Board intentionally or willfully fails to apply (except  
2 due to court order) or misapplies such fair share fee provision herein.  
3

4 **6.03 Use of Bulletin Boards, Mailboxes & Interschool Mail**  
5

- 6 A. The Association shall have the right of posting notices of its activities and matters  
7 of Association concern in each teacher's lounge located in each building. The  
8 Association agrees to furnish a board in said lounges for the purpose of posting its  
9 notices.  
10  
11 B. The Association shall have the right to place Association communications in the  
12 mailboxes provided each teacher in the system and to attach an Association  
13 insignia sticker to each member's mailbox. The Association agrees not to post or  
14 distribute material which advocates or calls for the violation of this Agreement.  
15  
16 C. The Association shall further have the right to use, except for purposes of  
17 advocating for or against candidates for public office, the school district's  
18 interschool mailing system and e-mail technology for the distribution of  
19 Association materials and information to staff members to the extent permitted by  
20 law, the Association to indemnify and hold harmless the Board for any violation  
21 of said legal limitation. Any such communication that occurs during instructional  
22 time shall not interfere with instructional duties to be performed during such time.  
23

24 **6.04 Building, District, and Board Meetings**  
25

26 An Association representative, with prior notification to the respective building principal  
27 or superintendent, shall be given time after building and/or district meetings of the  
28 instructional staff to make Association announcements. An Association representative  
29 shall be furnished an unofficial copy of the Board minutes after each meeting of the  
30 Board. An official copy of said minutes shall be provided at no cost to the Association  
31 after the minutes have been approved by the Board. The Association President or  
32 designee shall be provided a copy of the agenda of a Board meeting (a) three (3) days  
33 prior to any regular meeting and (b) within a reasonable time of when the agenda for a  
34 special meeting becomes available. The Board shall place on the agenda of its regularly  
35 scheduled meetings a permanent spot for the Association to briefly address the Board, if  
36 the Association so chooses. The Association shall place on its agenda for its regularly  
37 scheduled Executive Committee meeting a permanent spot for the Superintendent or  
38 designee to briefly address the Association, if the Superintendent so chooses.  
39

40 **6.05 Facility Utilization**  
41

- 42 A. Representatives of the Association may use Board duplicating equipment for  
43 purposes of communicating with the Association's bargaining unit. It is expressly  
44 understood that Board equipment may not be used at times when it is being  
45 utilized for Board, administrative or instructional purposes. It is also expressly

1 understood that Board equipment may not be used to type, print, or duplicate any  
2 type of communication to the general public or the media.

- 3
- 4 B. Any expenses incurred in the use of Board owned consumable materials or costs  
5 to operate such Board equipment will be reimbursed to the Board by the  
6 Association.
- 7
- 8 C. The Association may use a school facility in which to hold an Association  
9 meeting outside the contractual day with the express understanding that such  
10 meeting will not conflict with any other use of the facility as approved by the  
11 Board or the administration. It is expressly understood that use of Board facilities  
12 for an Association meeting will mean a meeting of the Association membership or  
13 bargaining unit. It is not for the purpose of a meeting for others sponsored by the  
14 Association.
- 15
- 16 D. It is expressly understood that use of such Board equipment or use of Board  
17 facilities will exclude the use of Board vehicles; or use of Board owned  
18 equipment which is not normally used by bargaining unit members in the course  
19 of performing their professional instructional duties.
- 20
- 21 E. Meeting rooms shall not be used later than 10:00 P.M. and shall not be used more  
22 than once per month for building or district-wide membership meetings. If the  
23 Association holds meetings on days not scheduled for custodial coverage, the  
24 Association shall be required to pay for any additional cost of a custodian(s).  
25 Arrangements for use of the space shall be scheduled with the Superintendent  
26 twenty-four (24) hours in advance. The Association may be required to pay a  
27 building use fee in addition to the above if required by law or Board policy.
- 28

29 6.06 Association Leave

30  
31 No more than a total of sixteen (16) days of Association leave with pay per school year  
32 shall be granted officers and representatives of the Association to attend meetings,  
33 conferences, workshops, and conventions conducted by the Association or any of its  
34 affiliates. Such leave shall be granted upon written request from the Association  
35 President to the Superintendent no less than five (5) calendar days in advance of the  
36 date(s) of leave requested. This written request shall explain the purpose of the request,  
37 give the date(s) of leave requested and the names of those individuals who will be on said  
38 leave. These sixteen (16) days apply collectively and shall not accumulate from school  
39 year to school year. There shall be no payment for any unused Association Leave days.  
40 Neither the Association nor its members shall be charged Association Leave for  
41 participation by members of the Association's bargaining team in negotiations under  
42 Article II above.  
43

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2  
3 6.07 Association President  
4

- 5 A. In an ongoing effort to demonstrate our joint commitment to continuous  
6 innovation and the mission, vision, and goals of the district, the Association  
7 President shall be released from his/her professional responsibilities for a block of  
8 time equivalent to .2 FTE per day including the duty period, when possible.  
9
- 10 B. For the life of this agreement, the Association has the option to purchase  
11 additional release time equivalent to .2 FTE per day for the Association President  
12 at cost. The cost shall include the salary plus the Board paid STRS contribution.  
13 The Association shall notify the Administration of its intent to utilize the extra  
14 time by March 1.  
15
- 16 C. An office with a telephone and fax line will be made available to the Association  
17 President within reasonable proximity in his/her building of assignment, space  
18 permitting. The Association President shall not be assigned duties.  
19

20 6.08 Staff Directory  
21

22 Each school year, at the same time they are normally distributed, the Association  
23 President will be provided with ten (10) copies of the District's staff directory.  
24

25 ARTICLE VII

26 TEACHER RIGHTS

27  
28 7.01 Vacancies and Transfers  
29

- 30 A. As soon as possible after the Superintendent becomes aware of, and determines to  
31 fill a vacancy or new position, he/she will electronically notify all bargaining unit  
32 members via school email. This will include any new positions. When a vacancy  
33 occurs during the school term, a transfer will be granted in keeping with this  
34 policy only when the transfer will have a minimal effect upon students.  
35

36 Members of the instructional staff who desire a change in grade, building, and/or  
37 subject assignment in keeping with certification areas, may file a written  
38 statement of such desire with the Superintendent or his/her designee by March 1.  
39

- 40 B. If two or more members of the instructional staff submit written requests, the  
41 following criteria will be used in filling the vacancy.  
42
- 43 1. Highest grade of certification/licensure in the vacant area.
  - 44 2. Most experience in a position the same as the vacant position.  
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- 3. Previous written evaluations, professional portfolio, and a meeting(s) with the building principal and/or his/her designee(s) to present what the candidate believes makes him/her appropriate for the position.
  
- 4. Where the foregoing factors are substantially equal or off-set each other, the candidate with the greatest seniority in the school district normally will be given the transfer. If the administration grants the transfer to a candidate with less seniority or recommends employment to an outside candidate to fill the vacancy, the candidate with the greatest seniority may request and be granted a meeting with the Superintendent and the building principal in whose building the vacancy exists. The teacher may have a representative of his/her choice attend this meeting. The purpose of the meeting will be to answer questions and supply the written reasons why this situation was abnormal. The administration and the teacher shall not use these reasons for any further purpose and they will not be placed in the teacher's personnel file.

C. Whenever a vacancy arises or a new position is created, the Superintendent will not recommend nor shall the Board act to fill, permanently, such vacancy or position until at least three (3) days<sup>1</sup> after the notification provision found in paragraph one (1) of this policy has been followed. The Superintendent may recommend and the Board may act to employ an outside candidate for a vacancy between July 19 and the beginning of the ensuing school year without waiting three (3) days as set forth above.

D. A unit member shall not be involuntarily transferred should it cause a “highly qualified” member to be placed in a position where he/she would become not “highly qualified” as required and defined by the No Child Left Behind Act and the Ohio Department of Education.

E. 1. Bargaining unit positions which are created due to increased enrollment and/or scheduling that are .2 (two-tenths) of a contract shall be offered first to unit members who are then on a fractional contract and who are within the department which needs the additional coverage. If declined within the department, by all such members, then the position shall be posted internally within the District, in the manner provided in Subsection A above prior to external posting. All interviews for the posted internal vacancy shall have teacher participation as practiced in the building where the vacancy exists. Should no unit member be selected to fill the vacancy, then the vacancy may be posted and filled externally. Should an applying unit member who is outside the department in which the position exists not receive it, the unit member, upon his/her request, and in lieu of any potentially otherwise applicable provision in Subsection B above about the

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<sup>1</sup> As used in this Section, a "day" shall be a school day during the adopted school calendar and a weekday (Monday thru Friday) excluding legal holidays during the summer vacation.

1 method of informing a more senior member about her/his not receiving a  
2 position, shall be provided clear reason(s) orally as to why he/she was not  
3 selected for the position. The reason(s) as so provided by the  
4 administration, shall not be subject to Section 7.04, and no record of the  
5 inquiry or response will be kept by the administration. The unit member  
6 may request to have a representative of his/her choice to attend this  
7 meeting.  
8

9 2. Bargaining unit positions which are created due to increased enrollment  
10 and/or scheduling that are .25 (one-quarter) or more but less than full time  
11 shall be posted internally within the District in the manner provided in  
12 Subsection A above prior to external posting. All interviews for the  
13 posted internal vacancy shall have teacher participation as practiced in the  
14 building where the vacancy exists. Should no unit member be selected to  
15 fill the vacancy, then the vacancy may be posted and filled externally.  
16 Should an applying unit member not receive the position, the unit  
17 member, upon his/her request, and in lieu of any potentially otherwise  
18 applicable provision in Subsection B above about the method for  
19 informing a more senior member about his/her not receiving a position,  
20 shall be provided clear reason(s) orally as to why he/she was not selected  
21 for the position. The reason(s), as so provided by the administration, shall  
22 not be subject to Section 7.04, and no record of the inquiry or response  
23 will be kept by the administration.  
24

25 3. The unit member may request to have a representative of his/her choice to  
26 attend this meeting.  
27

28 4. A unit member who is hired for any additional fractional time shall receive  
29 an amended contract reflecting such an increase of time.  
30

31 7.02 Board Policy/Staff Handbook  
32

33 The Board Policy and staff handbook shall be available online. Staff shall be notified  
34 electronically of all policy amendments including the policy number and title.  
35 Administrative Guidelines shall also be available online.  
36

37  
38 7.03 Emergency Removal of Student  
39

40 In keeping with the provisions of Section 3313.66 of the Ohio Revised Code, if a removal  
41 of a student is an emergency removal, a teacher shall notify the principal immediately  
42 that it is an emergency removal. Whenever circumstances permit, teachers shall confer  
43 with the principal prior to any removal.  
44

45 The teacher involved in making an emergency removal will have the right of a  
46 representative of his/her choice at all hearings.

1  
2  
3 7.04 Grievance Procedure  
4

5 A. Grievance Policy  
6

7 The Board recognizes that in the interest of effective personnel management, a  
8 procedure is necessary whereby its teachers can be assured of a prompt, impartial,  
9 and fair hearing on their grievances. Such procedures shall be available to all  
10 teachers and no reprisals of any kind shall be taken against any teacher initiating  
11 or participating in the grievance procedure.  
12

13 B. Purposes and Objectives  
14

15 The primary purpose of this procedure shall be to obtain, at the lowest  
16 administration level and in the shortest period of time, equitable solutions to  
17 grievances which may arise from time to time. Both the Board and the  
18 Association agree that grievance proceedings shall be handled in a confidential  
19 manner.  
20

21  
22 C. Grievance Defined  
23

24 A grievance is limited to an alleged violation, misinterpretation or misapplication  
25 of provision(s) of this written Agreement between the Board and the Association.  
26 This shall include, but not be limited to, any violation of procedural rights set  
27 forth in this written Agreement.  
28

29 D. General Provisions  
30

- 31 1. An individual grievance shall be initiated by the person so aggrieved.
- 32
- 33 2. A grievance may be initiated by a group of staff members and/or the  
34 Association.
- 35
- 36 3. An alleged violation should be first discussed informally with the  
37 appropriate administrator prior to initiation of the grievance procedure.  
38
- 39 4. A grievance shall be reduced to writing and include: (a) the alleged  
40 violation, including a statement of alleged facts and an identification of the  
41 specific section(s) of this Agreement allegedly violated, misinterpreted, or  
42 misapplied; (b) the relief sought; and (c) date of initiating procedure.  
43
- 44 5. The Association shall be available to assist any teacher in preparing the  
45 proper and complete information necessary to expedite the procedure.  
46

- 1 6. A grievant at his/her request may be represented by the Association at all  
2 formal and informal steps, and no other person or entity may provide such  
3 representation. The Association shall have the opportunity to be present at  
4 all grievance meetings during which grievance adjustments are discussed  
5 with the grievant.  
6
- 7 7. Time limits given shall be considered as maximum unless otherwise  
8 extended by mutual written agreement by the parties involved.  
9
- 10 8. Failure of the aggrieved to proceed within the specified time limits to the  
11 next level of the procedure shall mean the grievance has been resolved by  
12 the recommendations stated in the previous level.  
13
- 14 9. Failure of the administration to respond in the time limit stated shall mean  
15 the grievance shall automatically be processed to the next level.  
16
- 17 10. A grievance may be initiated at Level II when it has been determined by  
18 the building principal that the subject is not within his/her realm of  
19 responsibility or control.  
20
- 21 11. Nothing contained in this procedure shall be construed as limiting the  
22 individual rights of a teacher, having a complaint or problem, to discuss  
23 the matter informally with members of the administration through normal  
24 channels of communication.  
25
- 26 12. A teacher or the Association will utilize this grievance procedure when the  
27 complaint or problem falls within the definition of a grievance and can be  
28 filed timely in keeping with this grievance procedure before using other  
29 professional or legal avenues in resolving a complaint or problem.  
30
- 31 13. A day shall be a teacher work day during the adopted school year and a  
32 week day (Monday thru Friday), during the summer vacation, excluding  
33 legal holidays.  
34
- 35 14. No reprisal shall be made against any party involved in the use of this  
36 grievance procedure.  
37
- 38 15. A grievance may be withdrawn at any level without prejudice or record  
39 unless maintained in the Board's or the Association's files in accordance  
40 with item 17 below. Once withdrawn, that grievance may not be refiled  
41 unless either the Board and the Association agree otherwise or the  
42 grievance may still be timely filed within the requirements for filing at  
43 Level I.  
44
- 45 16. No record, document, or communication arising from a grievance shall be  
46 placed in the personal file of any participants involved in the procedure

1 herein described unless required by a grievance disposition or an  
2 arbitrator's award.

- 3  
4 17. All records, documents, and communications relating to or arising from a  
5 grievance may be placed in a District grievance file. Nothing in said file  
6 may be used to the detriment of any aggrieved party whose name appears  
7 in the file. The Association also may maintain a grievance file.  
8

9 E. Procedure

10  
11 1. Level I - Administration

- 12  
13 a. A copy of the written grievance must be filed with the aggrieved's  
14 immediate administrator within twenty (20) days after the  
15 aggrieved becomes aware or should have logically become aware  
16 of the alleged violation.  
17  
18 b. A meeting shall be mutually agreed upon between the aggrieved  
19 and the administrator within five (5) days of the filing of the  
20 grievance. Either the aggrieved or the administrator may have  
21 present such people who may provide information related to the  
22 grievance. Discussion at this meeting shall be confined to the  
23 issues as stated in the grievance and the relief sought.  
24  
25 c. Within five (5) days of the meeting, the administrator shall provide  
26 the aggrieved with a written response stating his/her position on  
27 the grievance.  
28

29 2. Level II - Superintendent

- 30  
31 a. If the aggrieved is not satisfied with the suggestion for resolution  
32 received in Level I, he/she may, within five (5) days of receipt of  
33 such written response, submit his/her written grievance to the  
34 Superintendent and request a meeting to discuss the grievance.  
35  
36 b. The meeting shall be within five (5) days of the request. The  
37 meeting shall include a State consultant selected by the  
38 Association. During the meeting, the Superintendent and the  
39 Association and the grievant will confer in an attempt to reach an  
40 agreement which will resolve the grievance. If agreement between  
41 the Superintendent and the Association and grievant is reached, it  
42 will be final. Such agreement will be in writing, signed by the  
43 Superintendent, and will be provided to the aggrieved and the  
44 Association President.  
45

1 c. If agreement is not reached between the Superintendent and the  
2 Association and grievant, the Superintendent shall provide the  
3 aggrieved and the Association President with a response stating  
4 his/her position on the grievance. Said written response will be  
5 provided within five (5) days of the Level II grievance meeting.  
6

7 3. Level III - Board  
8

9 a. Within ten (10) days of receipt of the written Level II disposition,  
10 the grievant may appeal the grievance to the Board. Such appeal  
11 shall be in writing to the Treasurer of the Board.  
12

13 b. Within ten (10) days of receipt of the written appeal, the Board, or  
14 its designated Board member(s) shall meet with the grievant. The  
15 meeting shall include the Superintendent, the Grievant,  
16 Association representative(s), and any other person who may be  
17 needed to give information concerning the grievance.  
18

19 c. Within ten (10) days following the meeting, the Board or  
20 designated Board member(s) shall render a written disposition.  
21 Said disposition shall be sent to the grievant, the Association  
22 President, and the Superintendent.  
23

24 4. Level IV - Arbitration  
25

26 a. The Association, within ten (10) days of receipt of the written  
27 Level III disposition, may submit a demand for arbitration form to  
28 the American Arbitration Association (AAA), if there is not a  
29 settlement agreeable to the grievant(s) at Level III. Copies of said  
30 demand form will be sent to the Superintendent at the same time as  
31 the original is sent to the AAA. The arbitrator will be selected in  
32 keeping with the AAA's voluntary rules and regulations. Once an  
33 arbitrator is selected under this process, the arbitrator shall conduct  
34 a fair and impartial hearing on the grievance during which both  
35 parties will have an opportunity to present their respective sides of  
36 the grievance. The arbitrator will issue his/her written award as  
37 soon as possible after the hearing. Copies of the award will be sent  
38 to the grievant, the Association President, and the Superintendent  
39 and will be binding on all parties.  
40

41 b. The arbitrator is specifically prohibited from making any decision  
42 which is inconsistent with the terms of this Contract, which alters  
43 or amends this Contract, or which is contrary to law.  
44

- 1 c. The fees and expenses of the arbitrator shall be paid by the party  
2 who loses the arbitration. The Association shall pay for the  
3 grievant's filing fees.  
4

5 7.05 Discipline of a Bargaining Unit Member  
6

7 A. Any disciplinary action against a bargaining unit member shall be conducted in  
8 private. If an affected unit member or administrator deems it necessary, either may  
9 request a representative of choice to be present. When such request is made, the  
10 disciplinary action shall be delayed not more than one (1) school day unless mutually  
11 agreed to among the parties.  
12

13 B. Teacher Suspension Procedure  
14

- 15 1. The Administration has the right to suspend a teacher with or without pay  
16 for disciplinary purposes. It shall not be considered discipline to place a  
17 unit member on administrative leave with pay.  
18  
19 2. Prior to any such suspension, the Administration shall conduct an  
20 investigation of the incident or infraction(s) upon which any such  
21 suspension will be based. The results of the investigation shall be reduced  
22 to writing and given to the teacher along with a recommendation for a  
23 possible suspension with or without pay.  
24  
25 3. Upon request of the teacher and within five (5) days of the teacher's  
26 receiving written notification of a possible suspension with or without pay,  
27 the teacher may request a meeting with the Superintendent. The teacher  
28 shall have the right to representation at the meeting.  
29  
30 4. The Superintendent's decision on the suspension shall be issued within ten  
31 (10) days after the Superintendent's meeting.  
32  
33 5. Suspension of a teacher with or without pay for disciplinary reasons shall  
34 only occur for just cause. This just cause standard in this provision shall  
35 not apply to the nonrenewal of the teacher's limited teaching contract, nor  
36 shall it affect in any way the rights of the Board or members of the  
37 bargaining unit with respect to termination procedures initiated under  
38 Section 3319.16 of the Ohio Revised Code.  
39

40 7.06 Teachers of Singleton or Special Electives Classes  
41

42 Notwithstanding any implication to the contrary in Section 1.01, at no time shall the  
43 number of teachers of singleton or special electives classes who are teaching on a one-  
44 fifth (1/5) contract basis or less (and who are hence excluded from the bargaining unit)  
45 exceed a number equal to ten percent (10%) of all teachers comprising the bargaining  
46 unit. In addition to the foregoing numerical limitation, no teacher of singleton or special

1 electives class shall be hired to teach on a one-fifth (1/5) basis or less unless notification  
2 as to the existence of the opening has been provided in the manner described in Section  
3 7.01(A), and the Superintendent will not recommend, nor shall the Board act to fill, any  
4 such opening until at least three (3) days (as defined in the footnote to said Section  
5 7.01(C)) after that notification has been so provided; in the event that a member of the  
6 bargaining unit applies to fill the opening during that three (3) day period but is not  
7 selected, the member will be informed in writing of the reason(s).  
8

9 7.07 Public Complaint Procedure

10  
11 At all conferences with a professional staff member/coach concerning a public complaint  
12 about that member/coach, the member/coach may request Association representation. If  
13 the complaint becomes a matter of written record, and will be used in disciplining or  
14 evaluating the teacher, then the teacher shall be afforded the opportunity to answer or  
15 rebut such complaint. No unidentified or anonymous complaint shall become part of a  
16 teacher's evaluation or personnel file.  
17

18 The Board's Public Complaints Policy existing as of the time of entry into this  
19 Agreement is attached as Appendix B hereto for information purposes.  
20  
21

22 ARTICLE VIII

23 EMPLOYMENT RIGHTS

24  
25 8.01 Equal Opportunity

26  
27 No employee(s) will be discriminated against in any way in the exercise of their  
28 employment rights or their rights under this Agreement because of race, color, creed,  
29 national origin, age, sex, disability, or Association membership.  
30

31 8.02 Employment Practices

32  
33 The Board will not require, either through resolution, policy, or in contracts, any  
34 residence requirement as a condition of employment, re-employment, advancement,  
35 promotion, or transfer within the District.  
36

37 8.03 Professional Personnel Records

38  
39 A. The Board and the Association agree that the Superintendent's office will  
40 maintain a personnel file on each teacher employed by the district. The personnel  
41 file will consist of all records, evaluations, honors, letters, and notations made on  
42 a teacher during his/her employment as well as pre-employment materials  
43 concerning such teacher. The District may develop a procedure to purge this file  
44 of pre-employment materials no longer deemed necessary to maintain and/or to  
45

1 discard all such pre-employment materials. Such personnel file may be accessed  
2 and copied to the extent permitted by law, but the original and any part of these  
3 files may not be taken from the administrative offices.  
4

5 B. It is further agreed that the Treasurer will maintain a business file on each teacher.  
6 This file may contain contracts, compensation data, tax information, leave  
7 records, etc., but any medical records shall be kept separately. Such file may also  
8 be accessed and copied to the extent permitted by law, but the original and any  
9 part of these files may not be taken from the administrative offices.  
10

11 C. Once employed, any teacher shall be provided a copy of any materials which may  
12 be considered critical of that teacher's conduct, service, character, or personality  
13 before it is placed in his/her personnel file. Teachers may acknowledge that they  
14 have read the material by affixing their signature to the copy to be filed. The  
15 teacher's signature shall not indicate agreement with the content of the material,  
16 but indicates only that the material has been inspected by the teacher. The teacher  
17 may reply to such critical material in a written statement to be attached to the filed  
18 copy.  
19

20 D. Administrators shall inform teachers of any complaint by an individual or group  
21 which is directed toward them which will become a matter of record. Anonymous  
22 letters or materials shall not be placed in a teacher's file, nor, except as required  
23 by law, shall they otherwise be made a matter of record.  
24

25 E. Each teacher shall have the right, upon request, to inspect the contents of that  
26 teacher's personnel and business files. A representative of the Association may,  
27 at the teacher's request, accompany the teacher in such inspection. The  
28 Superintendent or his designee shall be present during any file inspection.  
29

30 F. Material other than routine evaluations will be removed from the teacher's  
31 personnel and business files when a teacher demonstrates that it is inaccurate,  
32 does not comply with this Article, or is unfair as sustained by the Grievance  
33 Procedure. A teacher shall be entitled to a copy of any material in said teacher's  
34 personnel or business file. Material added to a teacher's file after the initial  
35 copies have been made will also be copied for the teacher(s) upon the request of  
36 the teacher(s). Copies shall be provided at no cost to the individual teacher.  
37

38 G. Whenever any person not acting on behalf of the Board or a teacher seeks to  
39 examine the teacher's personnel or business file (or parts thereof), the teacher  
40 shall be notified by sending a letter to his/her last known address.  
41

42 H. This Section shall supersede and render inapplicable Ohio Revised Code Chapter  
43 1347, as now or hereafter amended.  
44  
45  
46

1 8.04 Teacher Day  
2

- 3 A. The maximum length of a bargaining unit member's contractual day is a  
4 consecutive seven (7) hours and thirty (30) minutes. The work day shall start no  
5 earlier than 7:00 a.m. and end no later than 4:00 p.m., Monday through Friday.  
6 Any increase in the school/work day or school/work year mandated by state law  
7 shall be compensated on the basis of each bargaining unit member's daily rate of  
8 pay. Daily rate of pay is derived by dividing the unit member's salary for the 186  
9 day work year by 186.
- 10
- 11 B. During each student day, each bargaining unit member shall be allowed and  
12 scheduled a minimum of thirty (30) consecutive minutes for a duty-free,  
13 uninterrupted period for lunch.  
14
- 15 C. A high school and middle school bargaining unit member shall be paid a stipend  
16 in the gross amount of one thousand dollars (\$1,000) by supplemental contract for  
17 each additional instructional period beyond five (5) instructional periods in a  
18 student day that s/he volunteers or is directed to teach throughout a nine (9) week  
19 period. In addition, a teacher shall not be directed to teach six (6) classes more  
20 than two (2) consecutive years.<sup>2</sup>  
21
- 22 D. During each student week, each elementary bargaining unit member shall be  
23 allowed and scheduled a minimum of one (1) thirty-five (35) minute  
24 uninterrupted period and four (4) thirty (30) minute uninterrupted periods for  
25 preparation time during which no other duties are assigned.  
26
- 27 E. Any additional duties during the Teacher Day will be student supervisory duties.  
28
- 29 F. All bargaining unit members at the elementary level shall be assigned lunch duty  
30 in a reasonably equitable manner. All issues related to reasonably equitable  
31 manner may be raised in the Principal's Advisory Committee.  
32
- 33 G. Attendance at one (1) open house per school year is mandatory. Required school  
34 open houses shall not be scheduled prior to the first contractual day for teachers.  
35
- 36 H. Bargaining unit members who, as the result of consistently late bus arrivals are  
37 routinely required to remain on duty more than fifteen minutes after school is  
38 dismissed will notify the building principal. If the principal is unable to change  
39 the timing of the bus route, the principal shall modify the bargaining unit

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<sup>2</sup> Teachers may be requested by the building principal or his/her designee to waive their planning/conference period to assume the responsibility of supervising a class if a substitute teacher is unavailable. Any member who agrees to such a request shall be compensated proportionate to the then-current per diem substitute teaching rate upon the member's completion of its Internal Substitute Reimbursement Form, provided that compensation will be so paid only for covering classes with absences resulting from personal, sick, or professional leave. The member is responsible for filling out the form, submitting it to the building principal for authorization, and forwarding it to the Treasurer's office.

1 member's daily schedule by agreeing to a later beginning time in the morning or  
2 such other modifications as may be mutually agreeable.

3  
4 I. The Board and the Association agree to meet as a joint committee (with equal  
5 representation) in the event of an administrative proposal to change the School  
6 Day Schedule in any building at the elementary, middle school or high school  
7 level which, within that building, would result in a deviation from any  
8 provision(s) of this Agreement.

9  
10 J. 1. Unit members in the 2-5 building who teach specials (i.e. wellness,  
11 computer, art, music, and media/library) shall have a work day which  
12 reflects six (6) instructional periods within a student day, in addition to the  
13 contractual planning period and duty-free lunch.

14  
15 2. Unit members in the 2-5 building who teach specials shall be paid a  
16 stipend in the gross amount of one thousand dollars (\$1,000) by  
17 supplemental contract for each additional instructional period beyond six  
18 (6) instructional periods in a student day that s/he volunteers for or is  
19 directed to teach throughout a school year. In addition, a teacher shall not  
20 be directed to teach more than six (6) instructional periods in a student day  
21 for more than two (2) consecutive years. The 2009-10 school year shall be  
22 considered the first year of being directed to teach an additional period.

23  
24 8.05 Length of School Year and School Calendar

25  
26 A. The teacher contract year shall be designated as follows:

27  
28 (178) Number of days students are actually present in buildings;

29 (2) Two parent teacher conference days;

30 (1) One teacher work day at the beginning of the work year, without students  
31 in attendance and no administratively called meetings;

32 (2) Two administrative work days at the beginning of the work year\*;

33 (2) Two days of teacher in-service during the work year\*;

34 (1) One teacher work day at the end of the work year, without students in  
35 attendance and no administratively called meetings:

36 (186) Total number of days in teacher contract year.

37  
38 \*The Association shall have one (1) hour on each of these days to meet with teachers.

39  
40 B. An orientation day for new teachers to the system may be in addition to the  
41 maximum number of days. Any orientation days beyond that one (1) additional  
42 day shall be paid at \$175 per day.

43  
44 C. The Association President or his/her designee shall participate in all discussions  
45 of calendar proposals with the administration prior to Board adoption of a school  
46 calendar each year. This participation shall not be construed as negotiating the

1 actual calendar, but is only to guarantee Association input in the development of  
2 the school calendar. OEA Central Day shall be a non-school, non-pay day to  
3 permit those teachers who voluntarily wish to attend the OEA Central in-service  
4 activities to do so.  
5

6 D. The requirement of one hundred eighty-six (186) days shall be waived for a  
7 shorter period of time if school(s) are closed for weather, calamity, or energy  
8 conservation in keeping with any applicable state law. Any calamity days in  
9 excess of five days shall be made up.  
10

11 8.06 New Teacher Orientation  
12

- 13 A. On or before the start of each school year, an orientation meeting shall be held for  
14 all new teachers in the District.
- 15
- 16 B. The Association shall have the opportunity to make suggestions on the planning  
17 of the meeting's agenda and will be provided no more than one (1) hour on that  
18 agenda to provide Association information to these new teachers.  
19

20 8.07 Notification and Distribution of School Calendar  
21

22 The annual salary notice and school calendar shall be sent electronically via school email  
23 to each member. In keeping with provisions of Section 8.05 of this Article, the school  
24 calendar may be subject to revision as needed as determined by the Board.  
25

26 8.08 Organizational Plan  
27

- 28 A. A Principal Advisory Committee (PAC) will be established annually at each  
29 school building during September of each school year. Each building principal  
30 will meet with his/her respective committee for the following purposes:  
31
  - 32 1. To discuss educational concerns of the building.
  - 33
  - 34 2. To discuss building concerns.
  - 35
  - 36 3. As a sounding board for change in the schools.
  - 37
  - 38 4. The committee will be comprised of two (2) selectees by the principal and  
39 two (2) selectees by the Association President. This committee will meet  
40 monthly or as needed.
  - 41
- 42 B. Association/Board Communications Committee  
43
  - 44 1. In the interest of sound labor/management relations the Board and/or its  
45 designees shall meet with five (5) representatives of the Association once  
46 every quarter (unless mutually agreed otherwise) each year to discuss

1 potential problems and promote harmonious labor-management relations.  
2 The Superintendent/designee and the Association President/designee shall  
3 attend those meetings. This committee shall be trained, as necessary, in  
4 problem solving procedures and techniques.

- 5 2. If a special labor-management meeting(s) has been requested, and  
6 mutually agreed upon, it shall be convened as soon as feasible.  
7

8 8.09 In-Service  
9

- 10 A. Local in-service programs shall be designed and implemented cooperatively  
11 between the administration and the Association, through the Local Professional  
12 Development Committee ("LPDC"). In addition to the Central OEA/NEA In-  
13 Service Day, which shall be a non-school, non-pay day, there shall be two (2) full  
14 days of local in-service programs within the regular school year. Such days will  
15 be so designated in the school calendar. The goal of such program shall be to  
16 improve the quality of education offered the students of the District.  
17
- 18 B. The Association, in working with the administration, through the LPDC, shall  
19 have up to two (2) hours yearly during regularly scheduled in-service day(s) to  
20 conduct in-service programs initiated by the Association. In the event that  
21 consensus between the Association and the administration cannot be reached on  
22 an in-service topic proposed by the Association in keeping with this provision, the  
23 Association will continue to propose a new topic until agreement upon a program  
24 can be achieved, provided that the administration may select an in-service topic  
25 under this paragraph in the event that efforts to reach consensus as just described  
26 are unavailing.  
27

28 8.10 Facilities for Instructional Staff  
29

30 The Board shall provide in each school building the following facilities exclusively for  
31 the use of the instructional staff:  
32

- 33 A. Lunchroom facilities not available to students.  
34
- 35 B. Lounge facilities, not to be used for instructional, counseling, or testing purposes,  
36 etc.  
37
- 38 C. Use of the school telephone (no long distance calls except on school business and  
39 with the prior approval of the building principal).  
40
- 41 D. Vending machines shall be installed in faculty lounges upon the request of the  
42 building faculty. The cost of vending machine items is not a subject of  
43 negotiations and, therefore, is not grievable.  
44
- 45 E. The District shall provide adequate numbered parking facilities for all staff  
46 members, provided that adequate parking facilities for a reasonable number of

1 visitors shall first be assigned in locations closest to buildings. In addition, each  
2 staff member who has a handicapped parking placard or a handicapped license  
3 plate as either of same is issued for that member by the State of Ohio shall receive  
4 an assigned space in similar proximity to his/her assigned building as parking  
5 spaces reserved for visitors having such a placard/plate. Each respective building  
6 principal shall inform each of the staff members of the specific location of the  
7 individual's reserved parking space within the first three (3) work days of the  
8 contractual year. In connection with the provision of such spaces:  
9

- 10 1. The District will monitor the parking lots to the extent current staff is  
11 available without other responsibilities, it being understood that the  
12 District cannot ensure that the assigned spaces will not be taken by others;  
13
- 14 2. Each building's PAC will implement a process to resolve disputes among  
15 bargaining unit members over parking;  
16
- 17 3. Issues relating to the assignment of numbered spaces, the use of spaces by  
18 third parties, disputes between bargaining unit members concerning spaces  
19 and their use, and other parking implementation issues shall not be  
20 grievable.  
21

22 F. Use of Buildings  
23

- 24 1. Unit members requesting the use of school district facilities for in-  
25 service/private lessons/tutoring shall file appropriate forms with the  
26 Treasurer's Office prior to the start of the in-service/private  
27 lessons/tutoring. The Treasurer's Office shall notify the unit member  
28 making the request of the acceptance to use the facilities within ten (10)  
29 work days of submitting the form.  
30
- 31 2. When conducting in-services, private lessons, or tutoring, during regular  
32 custodial hours when no additional custodial services are necessary, the  
33 unit member shall not be charged for the use of a regular classroom or  
34 similar room, provided the unit member is not being compensated either  
35 monetarily or with other items/services of value (other than by and/or  
36 through the Board).  
37
- 38 3. Unit members conducting private lessons or tutoring for compensation  
39 (which is not paid by and/or through the Board) shall be charged two  
40 dollars (\$2.00) per hour for the use of a regular classroom or similar room,  
41 during regular custodial hours when no additional custodial services are  
42 necessary.  
43
- 44 4. Unit members may provide information about the private lessons/tutoring  
45 to students and parents as provided by Board Policy or Administrative  
46 Guidelines.

- 1  
2 5. Unit members providing private lessons/tutoring shall follow  
3 Administrative Guideline 3213.  
4  
5 6. All private lessons/tutoring shall be conducted after the contractual teacher  
6 day.  
7

8 8.11 Elementary and Middle School Specialists  
9

10 In keeping with State Minimum Standards, the Board will provide Educational Service  
11 Personnel who hold the special teaching certificate in Art, Music, and Physical Education  
12 to give instruction in these areas to elementary and middle school students.  
13

14 8.12 Professional Behavior  
15

16 Unit members are expected and required to be at their assigned areas in a timely fashion  
17 every day.  
18

19 8.13 Indemnification  
20

21 Teachers shall have the right to indemnification in accordance with Ohio Revised Code  
22 2744.07 as now existing or hereafter amended.  
23

24 8.14 Special Needs Students  
25

26 A. The parties agree that children having special physical, mental, and emotional  
27 problems may require specialized classroom experiences and that their presence  
28 in regular classrooms may place additional demands upon professional staff  
29 members. It is further agreed by and between said parties that if the placement of  
30 any student into a regular classroom setting significantly disrupts the education of  
31 the other students, the teacher may request additional testing and evaluation of the  
32 student to examine the student's appropriate placement.  
33

34 B. Individuals with Disabilities Education Improvement Act (IDEIA) Committee  
35

36 A joint Association/Administration advisory committee (IDEIA Committee) will  
37 be established to:  
38

- 39 1. Provide support for the District's implementation of IDEIA.  
40  
41 2. Assist in implementing IDEIA in a manner consistent with Federal, State,  
42 and District laws, regulations, standards and policies, and to review and  
43 recommend actions to address the working conditions of unit members  
44 impacted by those laws, regulations, standards and policies.  
45

- 1                   3.     Recommend to the Superintendent and Association President any  
2                   amendments to the Negotiated Agreement that may be necessary to  
3                   implement IDEIA.
- 4
- 5                   4.     The Committee shall be comprised of four (4) members appointed by the  
6                   Superintendent and four (4) members appointed by the Association  
7                   President. Additional members may be added by a majority vote of the  
8                   Committee.
- 9

10   8.15   Class Composition

11  
12           When determining class lists, building principals will take into consideration the effect of  
13           student needs on class size. The type of adaptations needed to meet the individualized  
14           learning needs of recognized student populations (IEP, 504, and ELL, but excluding  
15           gifted) will be important factors when determining class assignments. In an effort to  
16           balance student needs with high quality instructional practices and research, class  
17           assignments will be formulated with a goal of including these recognized student  
18           populations (IEP, 504, and ELL) up to 33% of the total class list. 504 students referred to  
19           in this section are only those who have an educational component in their 504 plan.

20

21   8.16   Administrative Review

22  
23           This review process is for the purpose of permitting professional staff members to present  
24           their concerns verbally when they feel their class size, class load, or number of  
25           preparations, is inequitable; or the schedule of administratively called meetings is  
26           manifestly excessive. This review shall only be conducted after the staff members have  
27           presented those same concern(s) through the building PAC. If the issue(s) is not resolved  
28           through the building PAC then it will be reviewed by the Superintendent/designee. The  
29           people involved in the review process shall be the Superintendent or his/her designee, the  
30           affected building principal, the staff members/or selected delegation, and PLEA  
31           representatives.

32  
33           The decision made as a result of this review shall not be subject to the grievance  
34           provisions as stated in Section 7.04.

35

36   8.17   Electronic Grading Committee

37  
38           An Electronic Grading Committee shall consist of three (3) bargaining unit members,  
39           appointed by the PLEA President, and three (3) administrators, appointed by the  
40           Superintendent. The Committee shall meet as necessary and make recommendations  
41           related to electronic grading.

1 ARTICLE IX

2 CONTRACT RIGHTS

3  
4 9.01 Contract Length and Continuing Contract Eligibility

5  
6 A. The Board will issue limited and continuing contracts to teachers as follows:

<u>Sequence of Contracts</u>	<u>Duration of Contract</u>
First contract for full school year	1 Year
Second contract	1 or 2 Years
Third contract	2 Years
Fourth and all subsequent limited contracts	3 Years

7  
8  
9  
10  
11  
12  
13  
14 B. To move from one step in the foregoing sequence to the next step, a teacher must  
15 have provided service for the requisite number of years. As used in this Section, a  
16 year of service shall mean a minimum of one hundred twenty (120) contractual  
17 days of actual service or authorized, paid leave in a school year during which the  
18 teacher is assigned continuously to the same position. Substitute or part-time  
19 service, or time spent on unpaid leaves-of-absence, shall not count as service to  
20 change steps.

21  
22 C. The only exceptions to this sequence are:

23  
24 1. When a teacher is employed under a suspended limited contract in keeping  
25 with Section 9.06 of this Article and is up for another limited contract. In  
26 such instances, the Board may issue a limited contract for a duration less  
27 than that set forth above, but not for a duration less than the period of time  
28 the affected teacher retains recall rights under Section 9.06. If the affected  
29 teacher is not reinstated during the period of time he/she retains recall  
30 rights under Section 9.06, he/she may have his/her limited contract non-  
31 renewed in keeping with Section 3319.11 of the Ohio Revised Code as it  
32 existed prior to the effective date of 117th Ohio General Assembly  
33 Amended Substitute House Bill Number 330. If the affected teacher is  
34 reinstated and has been issued a limited contract for a duration less than  
35 that set forth above, the Board will issue the proper contract in keeping  
36 with the above sequence within thirty (30) days of the reinstatement.

37  
38 2. When a teacher has been found deficient in some area(s) via the evaluation  
39 process and the Superintendent has determined to intercede in the  
40 contractual sequence by recommending that a one-year, rather than a  
41 required two- or three-year, limited contract be offered, provided that in  
42 no event shall this provision be construed to allow such a one-year  
43 contract to be granted for any period of time in which a teacher has  
44 already been granted a two- or three-year (or continuing) contract, and  
45 provided further that no teacher shall be given a one-year limited contract

1 in accordance with the terms of this provision more than once throughout  
2 his/her employment by the Board. If a teacher on any such one-year  
3 limited contract hereunder is reemployed, s/he shall receive a continuing  
4 contract if s/he is eligible for same or, if the teacher is not so eligible,  
5 either (1) a two-year limited contract if the teacher has not completed a  
6 limited contract required to be of such two-year duration in the district or  
7 (2) a three-year limited contract otherwise.  
8

9 3. Nothing herein shall deny a teacher the right to be issued a continuing  
10 contract in keeping with the Ohio Revised Code, except that, in order to be  
11 considered for a continuing contract:  
12

13 a. A unit member shall have a professional or permanent certificate  
14 or license;

15  
16 b. If holding a professional license, a unit member shall have had  
17 either a master's degree at the time of initially receiving a teacher's  
18 certificate or an educator license and have completed 6 semester  
19 hours of graduate coursework in his/her area of licensure or in an  
20 area related to the teaching field since the initial issuance of his/her  
21 teacher's certificate or license per state rules or shall have  
22 completed 30 semester hours of course work in the area of  
23 licensure or in an area related to the teaching field since the initial  
24 issuance of such certificate or license, per state rules;

25  
26 b. A unit member shall have taught at least three years of the last five  
27 in the District or have attained continuing contract status elsewhere  
28 and have served two years in the District; and

29  
30 c. For a unit member who received his/her initial teaching license on  
31 or after January 1, 2011, the unit member must hold a teaching  
32 license for at least seven years;

33  
34 d. A unit member shall have notified the Superintendent/designee in  
35 writing by October 1<sup>st</sup> of his/her application for a continuing  
36 contract, and shall have submitted her/his professional portfolio  
37 and a letter of recommendation (from his/her building principal) to  
38 the Superintendent/designee on or before April 1<sup>st</sup>, preceding  
39 receipt of such a continuing contract.

40  
41 e. A unit member who, during a multi-year limited contract that is not  
42 in its final year, becomes eligible for continuing contract status  
43 shall be granted a continuing contract for the next school year upon  
44 the Superintendent so recommending and the Board affirming such  
45 recommendation.  
46

1 f. A unit member who has attained continuing contract status  
2 elsewhere may be issued, upon the recommendation of the  
3 Superintendent and approval of the Board, a continuing contract at  
4 any time prior to the end of the two-years of employment in the  
5 District.  
6

7 9.02 General Provisions for Evaluation  
8

9 A. The overarching purpose of the teacher evaluation system is to serve as a tool to  
10 advance the professional development of teachers.

11 This improvement shall be advanced by but not limited to the following  
12 objectives.  
13

- 14 1. Establish goals and procedures for professional development.
- 15 2. Provide information for recommendations regarding contract status.
- 16 3. Assess a unit member's work performance.
- 17 4. Inform instruction.
- 18 5. Assist teachers and administrators in identifying and developing best  
19 educational practices in order to provide the greatest opportunity for  
20 student learning and achievement.  
21

22 B. Credentialed Evaluators  
23

- 24 1. The Board of Education will adopt a list of approved credentialed  
25 evaluators, which may include peer evaluators. Each teacher evaluation  
26 conducted under this policy shall be conducted by individuals who:
  - 27 a. Are eligible to be an evaluator in accordance with R.C. 3319.111;  
28 and
  - 29 b. Hold a credential established by the Ohio Department of Education  
30 for being an evaluator; and
  - 31 c. Have completed evaluation training and pass a credentialing  
32 assessment.  
33
- 34 2. The process for selecting credentialed evaluators beyond the district shall  
35 be jointly developed by the Superintendent/designee and the Plain Local  
36 Education Association.  
37  
38  
39  
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46

- 1 3. An employee whose work schedule involves travel between buildings will  
2 be evaluated by an evaluator from the employee's primary assigned  
3 building.
- 4
- 5 4. Whenever possible one administrator shall be designated as the primary  
6 evaluator.
- 7

8 C. Definitions

- 9
- 10 1. Evaluation Procedure: The procedural requirements are set forth in this  
11 agreement to provide specificity to the statutory obligations established  
12 under sections 3319.111 and 3319.112 of the Ohio Revised Code and to  
13 conform to the framework for the evaluation of teachers developed under  
14 section 3319.112 of the Ohio Revised Code.
- 15
- 16 2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system  
17 that is codified under sections 3319.111 and 3319.112 of the Ohio Revised  
18 Code.
- 19
- 20 3. Evaluation Framework: The document created and approved by the Ohio  
21 Department of Education (ODE) in accordance with section 3319.111(A)  
22 of the Ohio Revised Code that establishes the standards-based framework  
23 for the evaluation of teachers developed under section 3319.112 of the  
24 Ohio Revised Code.
- 25
- 26 4. Evaluation Factors: The multiple measures that are required by law to be  
27 used in the teacher evaluation procedure. The two factors are student  
28 growth measures and teacher performance, the weight of each to be  
29 determined by Ohio Revised Code.
- 30
- 31 5. Student Growth Measure (SGM): Tool or assessment that is used to  
32 measure, or determine, student academic growth between two points in  
33 time. As an evaluation factor, the SGM dimension is based on value-  
34 added scores, assessments from ODE's list of assessments for teachers  
35 where value-added scores are not available, and from local measures of  
36 student growth based on student learning objectives (SLOs). SGM results  
37 are on a scale of 1-5 (1 being low and 5 being high).
- 38
- 39 6. Teacher Performance: The assessment of a teacher's performance,  
40 resulting in a performance rating. As an evaluation factor, the teacher  
41 performance dimension is based on direct observations and walkthroughs  
42 that are performed by a credentialed evaluator. Teacher performance  
43 results are reported as a teacher performance rating that may be coded as  
44 "1" indicating lowest performance to "4" indicating highest performance.
- 45

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- 7. Evaluation Rating: The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.
- 8. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures are combined with the teacher performance assessment to assign an evaluation rating.
- 9. Evaluation Instruments: The forms or instruments are those established by the Evaluation Development Committee.
- 10. Student Learning Objective (SLO): A measurable, 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.
- 11. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.
- 12. Poorly Performing Teacher: A teacher who is assigned an evaluation rating of ineffective for two consecutive years.
- 13. Comparable Evaluation: During the first year of the new evaluation system (2014-15), for the purposes of reduction-in-force, all evaluation ratings except “Ineffective” shall be considered comparable. During the second year of the new evaluation system (2015-16) for the purpose of reduction-in-force, based on the teacher performance rating, evaluations shall be considered comparable within the performance rating categories (i.e., all evaluations rated “Accomplished” shall be considered comparable, etc.). During the third year of the new evaluation system (2016-17), for the purpose of reduction-in-force, student growth measures shall also be included, and evaluations shall be considered comparable within the performance rating categories of Accomplished, Skilled, Developing, and Ineffective.

D. Application

- 1. The teacher evaluation procedure contained in Article IX, Section 9.02 applies to teachers issued licenses under R.C. 3319 or a permanent

1 certificate issued under former R.C. 3319.22, and who spend at least 50%  
2 of their time providing student instruction.

- 3  
4 2. Teachers who are not covered in Article IX, Section 9.02, shall be  
5 evaluated using the procedures in Section 9.02B.  
6

7 E. Evaluation Development Committee  
8

9 The Association and the Board agree to a joint Evaluation Development  
10 Committee for the purpose of reviewing and adjusting the Evaluation Framework,  
11 monitoring the effectiveness of procedures and process, including the evaluation  
12 instruments and Student Growth Measures for the evaluation of certificated  
13 employees in the New Albany-Plain Local School District. Changes to process,  
14 instruments and Student Growth Measures will not be made mid-year unless  
15 recommended by the Evaluation Committee and mutually approved by the  
16 Superintendent and Association President.  
17

18 1. Composition  
19

- 20 a. The Committee shall be comprised of five (5) Association  
21 members appointed by the Association President, and five (5)  
22 Administrators appointed by the Superintendent. In addition, each  
23 party may appoint up to one (1) ad hoc non-voting member to  
24 assist and/or attend committee meetings exclusive of the  
25 Association President and the Superintendent.  
26  
27 b. Committee members shall be representative of elementary,  
28 secondary and specialty areas within the District.  
29

30  
31 2. Operational Procedures  
32

- 33 a. The Committee shall be chaired jointly by a Committee member  
34 from the Association and a Committee member appointed by the  
35 Superintendent.  
36  
37 b. Members of the Committee will receive training in all aspects of  
38 OTES, the State adopted Evaluation Framework model, and the  
39 standards for the teaching profession.  
40  
41 c. The Committee will establish by mutual agreement a meeting  
42 calendar and timeline for work completion.  
43  
44 d. Committee agendas will be developed jointly by the co-  
45 chairpersons on the Committee.  
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e. All decisions of the Committee will be achieved by consensus. To ensure that all members understand the meaning and application of consensus decision making, true consensus is reached as follows:

Each group member must honestly say:

- I believe that you understand my point of view;
- I believe that I understand your point of view;
- Whether or not I prefer this decision, I support it because:
  - It was arrived at openly and fairly.
  - It is the best solution at this time.
  - I will commit to the solution and not undermine it.

f. At the initial Committee meeting, the Committee will develop the ground rules by which the Committee will operate. These ground rules will be reviewed annually.

g. At each Committee meeting the group will select an individual to act as the official recording scribe for that meeting.

h. Members of the Committee will receive release time for Committee work and training if held during the school day.

i. Minutes of meetings will be distributed to Committee members, Association President and District Superintendent within one (1) week following meetings of the Committee.

j. The Committee may establish sub-committees to assist with its work.

k. Sub-committees will be jointly appointed by the Superintendent/designee for administrators and the Association President/designee for Association membership.

l. The Committee shall recommend to the Superintendent professional resources (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate.

3. Compensation

Any Committee meetings required outside of the workday will be paid in accordance with the Master Contract, Section 10.12, Committee Work.

4. Secretarial Support

1  
2 The District will provide secretarial support and assistance to the  
3 Committee. Duties may include note taking, copying, notification,  
4 communications, and other duties as needed.  
5

6 5. Committee Authority  
7

8 a. The Committee is responsible for reviewing and recommending  
9 changes to Section 9.02 and Section 9.02B, procedure and  
10 processes, including the evaluation instrument, for teacher  
11 evaluation.  
12

13 b. The Committee shall not have the authority to negotiate wages,  
14 hours or terms and conditions of employment.  
15

16 c. If either party wishes to consider any change or revision to the  
17 evaluation procedure or process contained in Section 9.02 or  
18 section 9.02 B, including the evaluation instrument, during the  
19 term of this agreement, it will discuss the matter with the  
20 committee. If the discussion results in a recommendation by the  
21 committee to change or revise the evaluation procedure or process,  
22 including the evaluation instrument, the recommendation shall be  
23 subject to ratification by the Board and the Association or such  
24 changes may be made through a memorandum of understanding.  
25

26 d. Recommendations for any needed modifications to the evaluation  
27 process including the corresponding evaluation instruments will be  
28 made with sufficient time prior to the beginning of any school year  
29 to allow for the implementation of any changes.  
30

31 e. The Superintendent and the Association shall produce the final  
32 evaluation model for ratification by the parties.  
33

34 f. In the event legislative action by the Ohio General Assembly  
35 materially affects this topic, the parties to the Master Contract  
36 agree to reconvene bargaining to make the appropriate adjustments  
37 required.  
38

39 F. Orientation  
40

41 1. Not later than September 30 of each year, or in the case of a new teacher,  
42 within thirty (30) days of the first day worked, each teacher shall be  
43 notified in writing of the name and position of his or her evaluator, and  
44 any subsequent changes that are necessary due to unforeseen  
45 circumstances.  
46

- 1                   2.     A teacher newly employed or one reassigned after the beginning of the  
2                   work year shall be notified of the evaluation procedures in effect for their  
3                   position. Such written notification shall be within thirty (30) days of the  
4                   first day in a new assignment.  
5

6           G.     Training  
7

- 8                   1.     Training on the teacher evaluation procedure will be provided prior to the  
9                   implementation of the evaluation process.  
10  
11                   2.     Training on the teacher evaluation procedure will occur annually for  
12                   teachers new to the District and shall include the tools, processes,  
13                   methodology, and the use of student growth measure data.  
14  
15                   3.     Written instructions and evaluation instrument training shall be presented  
16                   to all until members no later than thirty (30) days after the first day of the  
17                   new school year or no later than thirty (30) days after initial employment.  
18

19           H.     Schedule for Evaluation  
20

- 21                   1.     An employee will be evaluated each year. Each evaluation will consist of  
22                   at least two (2) formal observations of the teacher of at least (30)  
23                   consecutive minutes each in duration, as well as at least two (2) classroom  
24                   walkthroughs of at least five (5) consecutive minutes but no more than  
25                   thirty (30) consecutive minutes.  
26  
27                   2.     No staff observations will be conducted the first or last week of the school  
28                   year or the day before or after a scheduled break of two (2) work days or  
29                   more on the school calendar.  
30  
31                   3.     A pre-observation conference shall occur for all employees in 2014-15. In  
32                   subsequent years, the pre-observation conference may be waived by  
33                   mutual agreement. A post-observation conference shall be held after each  
34                   observation within ten (10) work days.  
35  
36                   4.     The first formal observation shall be completed and signed by the teacher  
37                   and evaluator by January 31.  
38  
39                   5.     The second formal evaluation shall be completed and signed by the  
40                   teacher and evaluator by May 10.  
41  
42                   6.     The Employee's signature shall not be construed as necessarily indicating  
43                   agreement with the substance of the report. A signed and dated copy of  
44                   the report will be furnished to the Employee immediately after signing.  
45                   The Employee may attach a brief statement to any such report.  
46

1 7. If the Board has entered into a limited contract or extended limited  
2 contract with a teacher pursuant to section 3319.11 of the Ohio Revised  
3 Code, the Board shall perform a minimum of three formal observations  
4 during the evaluation cycle in any school year in which the Board may  
5 wish to declare its intention not to re-employ a teacher pursuant to ORC  
6 3319.11 (B), (C)(3), (D), or (E). The first observation and classroom  
7 walkthrough will be completed by January 31; the second observation and  
8 walkthrough and any necessary third observation will be completed by  
9 May 1. For such limited or extended limited contract teachers, there shall  
10 be at least (15) work days between formal observations.

11  
12 8. The time limits appearing in this Section will be reasonably adjusted when  
13 unforeseen circumstances (for example, weather event cancelling school,  
14 an unanticipated absence of an Employee or evaluator) make strict  
15 compliance impractical.

16  
17 I. Criteria for Performance Assessment

18  
19 1. An employee shall be evaluated based upon total job performance  
20 including related to the Ohio Educator Standards, the Ohio Teacher  
21 Evaluation Rubric including formal observations, walkthroughs, evidence,  
22 and observations of job performance throughout the year.

23  
24 2. Formal observations shall be conducted openly. No performance  
25 information shall be collected by audio and/or video devices without the  
26 consent of the Employee.

27  
28 3. All results and conclusions of performance assessment must be supported  
29 by evidence.

30  
31 4. A teacher's performance shall be assessed based on the criteria set forth in  
32 the Evaluation instrument, Appendix C1 to this agreement.

33  
34 J. Observations

35  
36 1. Schedule of Observations

37  
38 a. A minimum of two (2) formal observations shall be conducted to  
39 support each evaluation.

40  
41 b. A formal observation shall last at least thirty (30) minutes.

42  
43 c. If an improvement plan is required, there shall be at least fifteen  
44 (15) work days after the development of the plan before the next  
45 observations.  
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2. Observation Conference

- a. A pre-and post-observation conference shall be implemented in year one (2014-2015) of the new evaluation system.
- b. Pre-observation meetings following the first year of implementation (2014-2015), may be waived upon mutual agreement of the teacher and the evaluator. Post observation meetings are required.
- c. Pre-observation meeting shall be conducted not less than seven (7) work days prior to the formal observation. The objective of the pre-observation meeting is for the teacher to explain plans and objectives for the work situation to be observed as well as to afford the administrator the opportunity to explain the evaluation process and expectations.
- d. For new teachers in the district, pre-observation conferences are required. Pre-observation conferences for succeeding observations are optional upon the mutual agreement of the administrator and the teacher.
- e. The post-observation conference shall be held within ten (10) work days after each formal observation and may 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.

K. Walkthroughs

- 1. A classroom walkthrough is a:
  - a. Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
  - b. Process for giving targeted evidenced-based feedback to teachers; and
  - c. Means for evaluators to visit classrooms more frequently and more purposefully.
- 2. Classroom walkthroughs, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance.

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3. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: ineffective, developing, skilled or accomplished.
  4. At least two (2) classroom walkthroughs shall be included in each evaluation with the goal of at least one walkthrough prior to January 31.
  5. Classroom walkthroughs are formative assessments that focus on one or more of the following:
    - a. Instruction is developmentally appropriate;
    - b. Learning outcomes and goals are clearly communicated to students;
    - c. Varied instructional tools and strategies reflect student needs and learning objectives;
    - d. Content presented is accurate and grade appropriate;
    - e. Teacher connects lesson to real-life applications;
    - f. Instruction and lesson activities are accessible and challenging for students;
    - g. Lesson content is linked to previous and future learning;
    - h. Classroom learning environment is safe and conducive to learning;
    - i. Teacher provides students with timely and responsive feedback;
    - j. Instructional time is used effectively;
    - k. Routines support learning goals and activities; and
    - l. Multiple methods of assessment of student learning are utilized to guide instruction.
  6. The teacher shall be provided written feedback when a walkthrough is to be included in a teacher's evaluation. The evaluator will provide the employee with a completed form no later than five (5) work days after the walkthrough to share observations.
  7. An employee may request an additional walkthrough.

1 L. Electronic Devices

- 2  
3 1. Electronic devices may be used, with the knowledge of the teacher, by the  
4 evaluator for the purpose of assessing and improving a teacher's  
5 performance and effectiveness.  
6

7 M. Finalization of Evaluation

8  
9 1. Written Report

10  
11 No later than May 10, a copy of the formal written evaluation report shall  
12 be given to the teacher and a conference shall be held between the teacher  
13 and the evaluator.  
14

15 2. Completion of Evaluation Cycle

16  
17 a. The evaluation shall acknowledge the performance strengths of the  
18 teacher evaluated as well as performance deficiencies. The  
19 evaluator shall note the data used to support the conclusions  
20 reached in the evaluation written report. The evaluation written  
21 report shall be signed by the evaluator and the teacher. The  
22 teacher's signature shall serve as acknowledgement that the  
23 evaluation written report will be placed in the teacher's personnel  
24 file.  
25

26 b. The Superintendent/designee may waive the annual evaluation for  
27 a teacher receiving an effectiveness rating of "Accomplished" on  
28 the teacher's most recent evaluation conducted pursuant to this  
29 Section. Such teachers may be evaluated once every two years  
30 instead of annually. Biennial evaluations conducted pursuant to  
31 this Section are completed by May 1 of the evaluation year.  
32 Teachers evaluated on a biennial basis are provided a written copy  
33 of their evaluation results by May 10. (The Evaluation  
34 Development Committee will review recent changes in the law that  
35 may impact this provision in future years.)  
36

37 3. Response to Evaluation

38  
39 The teacher shall have the right to make a written response to the  
40 evaluation written report and to have it attached to the evaluation written  
41 report to be placed in the teacher's personnel file. The teacher's  
42 evaluation response must be submitted to the Superintendent within five  
43 (5) workdays of the evaluation conference.  
44  
45  
46

1 N. Professional Development

- 2
- 3 1. Professional growth and improvement plans shall be developed as follows:
- 4
- 5 a. Teachers with above expected levels of student growth will
- 6 develop a professional growth plan and may choose their evaluator
- 7 for the evaluation from the list of district-approved evaluators.
- 8
- 9 b. Teachers with the expected levels of student growth will develop a
- 10 professional growth plan collaboratively with the evaluator and
- 11 will have input on the selection of an evaluator for the next
- 12 evaluation.
- 13
- 14 c. Teachers with below expected levels of student growth will
- 15 develop an improvement plan with their evaluator. The
- 16 Superintendent/designee will assign the evaluator for the
- 17 evaluation and the evaluator will approve the improvement plan.
- 18
- 19 i. A professional improvement plan, as defined in the Ohio
- 20 Teacher Evaluation System, is a clearly articulated
- 21 assistance program, which includes completion timelines
- 22 for a teacher whose student growth measures are below the
- 23 expected level of student growth.
- 24
- 25 2. Professional growth and improvement plans as required by the Ohio
- 26 Teacher Evaluation System, for a school year shall be developed no later
- 27 than October 15.
- 28
- 29 3. Professional growth and improvement plans shall describe the specific
- 30 performance expectations, resources and assistance available.
- 31
- 32 4. The Board shall provide for professional development to accelerate and
- 33 continue teacher growth and provide support to poorly performing
- 34 teachers.
- 35
- 36 5. The Board shall provide for the allocation of financial resources to support
- 37 professional development.
- 38
- 39 6. Professional Growth Plans
- 40
- 41 a. When deficiencies are observed in a formal observation, the
- 42 evaluator shall within ten (10) work days, hold a post-observation
- 43 conference with the Employee where deficiencies will be clearly
- 44 identified as such.
- 45

- 1 b. A professional growth plan with written goals and  
2 recommendations, including the means and resources for following  
3 through on such recommendations, shall be devised to address  
4 such deficiencies. The professional growth plan shall:  
5  
6 i. Relate to the teacher's areas for growth as identified in the  
7 teacher's evaluation;  
8  
9 ii. Be reflective of the data available;  
10  
11 iii. Identify resources and opportunities to assist the teacher in  
12 enhancing skills, knowledge and practice;  
13  
14 iv. Focus on increasing student learning and achievement.  
15  
16 c. An employee will receive a reasonable amount of time to remedy  
17 deficiencies; however, acute deficiencies (i.e., sudden grow  
18 negligence or an unexpected change in professional behavior  
19 and/or performance) that surface relatively late in the school year  
20 may result in contract non-renewal, and this provision is not  
21 intended to preclude the termination of an Employee's contract for  
22 cause in accordance with Section 3319.16 of the Ohio Revised  
23 Code.

24  
25 7. Improvement Plans  
26

- 27 a. Evaluators of educators whose performance rating indicate below  
28 expected levels of student growth and/or who receives an overall  
29 Ineffective rating or an Ineffective rating on any of the components  
30 of the OTES system will develop a professional improvement plan  
31 with the educator no later than October 15 of the following school  
32 year.  
33  
34 b. The improvement plan will include:  
35  
36 i. Identify, in writing, the specific area(s) for improvement to  
37 be addressed in relationship to the Ohio Standards for the  
38 Teaching Profession;  
39  
40 ii. Specify, in writing, the desired level of performance that is  
41 expected to improve and a reasonable period of time to  
42 correct the deficiencies;  
43  
44 iii. Develop and implement a written plan for improvement  
45 that will be initiated immediately and includes resources  
46 and assistance available;

1  
2 iv. Determine additional education or professional  
3 development needed to improve in the identified area(s);  
4

5 v. Gather evidence of progress or lack of progress.  
6

7 c. In such cases, a program of mentor assistance may be considered,  
8 and the employee may consult with the Association President, as  
9 part of the improvement plan.  
10

11 O. Due Process  
12

13 1. A teacher shall be entitled to Association representation at any conference  
14 held during this procedure in which the teacher will be advised of an  
15 impending adverse personnel action.  
16

17 2. Decisions concerning retention, promotion and removal of poorly  
18 performing teachers, and reduction-in-force shall be based on the  
19 following. During the 2014-15 school year, the teacher performance  
20 rating shall be used without student growth measures and all evaluation  
21 ratings except “Ineffective” shall be considered comparable. During the  
22 2015-16 school year, the teacher performance rating shall be used without  
23 student growth measures and evaluations shall be considered comparable  
24 within performance ratings (i.e., all evaluations rated “Accomplished”  
25 shall be considered comparable, etc.). During the 2016-17 school year,  
26 holistic teacher ratings including student growth measures shall be used  
27 and evaluations shall be considered comparable within the performance  
28 ratings of Accomplished, Skilled, Developing, and Ineffective.  
29

30 3. Whenever there is a change in a teacher’s teaching assignment (e.g.,  
31 building, grade level and/or subject matter), that teacher’s student growth  
32 measures will not be considered in employment decisions for one year.  
33 Nothing in this subparagraph shall preclude the Board from counseling  
34 and/or directing Employees regarding the results of Student Growth  
35 Measures or complying with other provisions of this Paragraph.  
36

37 P. The content of the District’s evaluation forms shall be consistent with the terms of  
38 this Section and Appendix C and – except for modifications applicable to staff  
39 including but not limited to School Psychologists, Guidance Counselors,  
40 Occupational Therapist, Speech Pathologists, Assistive Technology, Educational  
41 Technology, Library/Media, Gifted Intervention Specialist, and School Nurse –  
42 will be uniform throughout the District. The aforementioned modified forms will  
43 be uniform within each category.  
44

45 1. This Paragraph and Appendix C-1 and C-2 shall not apply to supplemental  
46 contracts.

1  
2 9.02B Teacher Evaluation  
3

4 A. This Section (9.02B) pertains only to those licensed/certificated employees who  
5 are not covered in Section 9.02.  
6

7 1. The purpose of evaluation of the teaching staff is for the improvement of  
8 their instructional skills which will lead to the improvement of teachers,  
9 instructional program, and educational opportunities for students.

10 2. Licensed/certificated employees who are not covered in Section 9.02 shall  
11 be evaluated no later than the first day of May, and the  
12 licensed/certificated employee being evaluated shall receive a conference  
13 and a written report on the results of this evaluation not later than the tenth  
14 day of May. At least two (2) formal observations, of at least thirty (30)  
15 minutes, shall be conducted to support each evaluation. If the  
16 licensed/certificated employee does not meet or exceed district  
17 expectations, he or she will develop an improvement plan with his or her  
18 evaluator.

19 3. Such evaluations shall be a combination checklist and narrative in form  
20 based upon observations and shall acknowledge the strengths of teachers  
21 evaluated, as well as deficiencies, if any, and shall note all data used to  
22 support the conclusions made by the evaluator.

23 4. The evaluator shall take into consideration and note, in writing, any  
24 circumstances that may adversely affect a teacher's performance, such as  
25 class size, special learning disabilities of students, or physical facilities.

26 5. All monitoring or observation of the work performance of a teacher shall  
27 be conducted openly and with full knowledge of the teacher. No teacher  
28 shall be evaluated on his/her classroom performance except after formal  
29 observation of the classroom work of the teacher by the supervisor  
30 charged with the responsibility of evaluating that teacher; that observation  
31 shall be at least one (1) continuous class period for high school and middle  
32 school teachers and thirty (30) continuous minutes for elementary school  
33 teachers.

34 6. It is understood that the elements expressed in Appendix C-1 form the  
35 basis of the evaluation standards. The form in Appendix C-1 is the official  
36 evaluation form existing as of the time of entry into this Agreement.  
37 Positions identified will be evaluated using Appendix C-1 and its  
38 accompanying rubric including but not limited to: School Psychologists,  
39 Guidance Counselors, Special Education Facilitators, Occupational  
40 Therapist, Speech Pathologists, Assistive Technology Educational  
41 Technology, Library/Media, Gifted Intervention Specialist, and School  
42 Nurse.

- 1                   7.     The evaluator shall make a good faith effort to discuss the adopted  
2                   application of the components and rubrics with each bargaining unit  
3                   member prior to said observation onset. It is understood in this latter  
4                   regard that any such discussion may be in groups or individually.
- 5                   B.     When deficiencies are observed in a formal observation, the evaluator shall within  
6                   ten (10) work days, hold a post-observation conference with the Employee where  
7                   deficiencies will be clearly identified as such.
- 8                   1.     A professional growth plan with written goals and recommendations,  
9                   including the means and resources for following through on such  
10                  recommendations, shall be devised to address such deficiencies. The  
11                  professional growth plan shall:
- 12                  a.     Relate to the teacher's areas for growth as identified in the  
13                  teacher's evaluation;
- 14                  b.     Be reflective of the data available;
- 15                  c.     Identify resources and opportunities to assist the teacher in  
16                  enhancing skills, knowledge, and practice;
- 17                  d.     Focus on increasing student learning and achievement.
- 18                  2.     An Employee will receive a reasonable amount of time to remedy  
19                  deficiencies; however, acute deficiencies (i.e. sudden gross negligence or  
20                  an unexpected change in professional behavior and/or performance) that  
21                  surface relatively late in the school year may result in contract non-  
22                  renewal, and this provision is not intended to preclude the termination of  
23                  an Employee's contract for cause in accordance with Section 3319.16 of  
24                  the Ohio Revised Code.
- 25                  C.     Bargaining unit members who are absent when scheduled to be observed or  
26                  evaluated may be so observed or evaluated within a reasonable time after their  
27                  return even if that delays the observation or evaluation beyond the otherwise  
28                  applicable time limits for same. Such reasonable time may be mutually determined  
29                  conclusively by the Superintendent and the President of the Association.
- 30                  D.     Professional Improvement Plan
- 31                  1.     The professional improvement plan is a clearly articulated assistance  
32                  program, which includes completion timelines.
- 33                  2.     Employees who receive an overall ineffective rating will develop a  
34                  professional improvement plan with their evaluator no later than October  
35                  15 of the following school year. If at any time during the evaluation  
36                  process deficiencies are identified, improvement plans will be developed  
37                  as necessary.
- 38                  38                  15 of the following school year. If at any time during the evaluation  
39                  process deficiencies are identified, improvement plans will be developed  
40                  as necessary.

- 1  
2 3. An improvement plan shall describe the specific performance  
3 expectations, resources and assistance available.  
4  
5 4. The evaluator will develop an improvement plan in consultation with the  
6 educator. The Superintendent/designee will assign the evaluator and the  
7 evaluator will approve the improvement plan.  
8  
9 5. Teacher evaluations will not be conducted the first or last week of the  
10 school year or the day before or after a scheduled break of more than two  
11 (2) work days in the school calendar.  
12  
13 6. The time limits appearing in this Section will be reasonably adjusted when  
14 unforeseen circumstances (for example, weather event cancelling school,  
15 an unanticipated absence of an Employee or evaluator) make strict  
16 compliance impractical.  
17  
18 7. A licensed/credentialed employee may have an Association representative  
19 who is available during the second observation conference. When the  
20 request is made, the conference shall not be delayed more than one (1)  
21 school day due to the availability of the representative.  
22

23 9.03 Fair Treatment

24  
25 If a bargaining unit member's contract is non-renewed, the reason(s) for such non-  
26 renewal will be submitted in writing to said unit member by the Superintendent on or  
27 before June 1 of any given year.  
28

29 9.04 Application

30  
31 This Article shall not apply to:

- 32  
33 A. Supplemental contracts, in accordance with Ohio Revised Code Section  
34 3319.11(I), shall automatically be non-renewed following the performance of the  
35 service authorized by the Board and without action or notification by the Board  
36 being required in connection with such nonrenewal.  
37  
38 B. Any limited contract of a teacher advised prior to employment that nonrenewal  
39 may occur because of the special nature of the assignment for which the staff  
40 member was employed.  
41

42 9.05 Supersession

43  
44 This Article shall supersede and render inapplicable Ohio Revised Code Sections  
45 3319.11(G), as now existing or hereafter amended.  
46

1 9.06 Reduction in Force

2  
3 A. When and if the Board determines it will be necessary to reduce the number of  
4 bargaining unit members, it will make a reasonable reduction in keeping with  
5 provisions of this Section. A reduction in force will not be made except for  
6 reasons set forth in Section 3319.17 of the Ohio Revised Code. No bargaining  
7 unit member's contract will be non-renewed for any of such reasons.  
8

9 B. Reductions shall be made by suspending contracts based upon the  
10 Superintendent's recommendation as follows:

11  
12 1. The Board shall handle all staff reductions first through normal attrition;

13  
14 2. Limited contract teachers shall be reduced by using the following order:

15  
16 a. Area of Licensure/Certification

17  
18 b. Competency as determined by formal evaluation

19  
20 c. When evaluations are comparable, by lowest seniority in the  
21 School District.  
22

23 3. Continuing contract teachers shall be suspended only after all limited  
24 contract teachers in the teaching field of assignment by using the  
25 following order:

26  
27 a. Area of Licensure/Certification

28  
29 b. Competency as determined by formal evaluation

30  
31 c. When evaluations are comparable, by lowest seniority in the  
32 School District.  
33

34 C. Seniority

35  
36 1. Each member of the bargaining unit will be placed on a seniority list for  
37 each teaching field for which he/she is certified/licensed. Unit members  
38 employed under continuing contracts will be placed at the top of each list  
39 in descending order of seniority. Unit members employed under limited  
40 contracts will be placed on each list under those on continuing contracts in  
41 descending order of seniority.  
42

43 2. Seniority will be defined as the length of continuous employment as a  
44 member of the bargaining unit in this District.  
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- a. Time spent while on a Board approved leave and while on a RIF status will not interrupt seniority and will count toward seniority, but not for the purpose of salary schedule placement except if on an approved paid leave or if the unit member has worked one-hundred twenty (120) days prior to the effective date of the suspension.
  - b. If two or more unit members have the same length of continuous employment, seniority will be determined by:
    - (1) the date of the Board meeting at which the unit member was employed, and then by;
    - (2) the date the unit member signed his/her initial employment contract in this district.
  - c. In the event of a tie in seniority among staff members each of whom holds a limited contract or each of whom holds a continuing contract, such tie shall be broken (i) first by suspending the contract of a staff member who is on a part-time contract that has fewer tenths before suspending the contract of a staff member that either is part-time with greater tenths or is full-time and (ii) then by lot. For this and other purposes of this Section, “part-time” shall mean any amount less than a full (*i.e.*, 100%) contract status and shall be in descending tenths of a full-time contract (*i.e.*, .9, .8, .7, *etc.*).
3. A unit member so affected may elect to displace another unit member if:
- a. He/she possesses a valid license/certificate in another area of licensure/certification other than the assigned area, and
  - b. He/she has earned a comparable or higher evaluation rating, and
  - c. He/she has higher seniority than the unit member he/she seeks to displace.
4. Unit members must be notified by the administration in writing on or before May 30 of the calendar year during which the suspension is to take place if the reason(s) for RIF are known on or prior to May 30. If the reason(s) for RIF are not known until after May 30, the notification will be sent as soon as possible in keeping with the provisions of this Section.
5. Any such election must be made within one (1) work day of the time the unit member is notified in writing that he/she will be affected.

- 1 D. The effective date of a suspension (RIF) will not take place during any contractual  
2 year after the one-hundred twentieth (120th) day of that contractual year. In such  
3 instances, the effective date of the suspension will be the first contractual day of  
4 the next contractual year. In all other instances, the effective date will be  
5 determined by the Board. An employee may not exercise the option of Sabbatical  
6 Leave in order to circumvent a reduction in force action affecting said employee.  
7
- 8 E. The names of those bargaining unit members whose contracts are going to be  
9 suspended in a reduction in force will be placed on a recall list, provided that  
10 placement of limited contract members on such list shall last for no more than  
11 twenty-four (24) months starting with the effective date of the suspension.  
12
- 13 1. No new certificated employee will be employed by the Board while there  
14 are unit members on the recall list who are certificated/licensed for the  
15 vacant position and hold a contract for the same or greater tenths of  
16 service.  
17
- 18 2. Unit members on the recall list will be recalled in reverse order of layoff  
19 for vacancies in areas for which they are certificated/licensed, provided  
20 that (a) no limited contract employee may be recalled to a vacancy that is  
21 for a greater tenths of service than his/her suspended contract, (b) no  
22 employee shall be required to accept a recall to a vacancy that is for a  
23 lesser tenths of service than his/her suspended contract, and (c) an  
24 employee on limited or continuing contract who does accept a recall to a  
25 vacancy that is for a lesser tenths of service than his/her suspended  
26 contract shall remain eligible, during the twenty-four (24) month recall  
27 period applicable to limited contract teachers, to be recalled to a vacancy  
28 that is for a greater tenths of service (but no greater than the tenths of  
29 service of his/her suspended contract).  
30
- 31 3. When, and if, a vacancy occurs any time after the date a unit member is  
32 notified that his/her contract is to be suspended, the Board will send an  
33 announcement by certified mail to the last known address of all unit  
34 members on the recall list who are certificated/licensed for the vacant  
35 position and hold a suspended contract that is for at least the same tenths  
36 of service. It is the unit member's responsibility to keep the Board's  
37 Treasurer informed of his/her address. All affected unit members  
38 interested in the vacancy are required to respond in writing or in person to  
39 the district's administration/Board office within ten (10) calendar days of  
40 receipt of the Board's announcement. The affected unit member  
41 responding who has the highest placement on the seniority list for the  
42 certificate/license required for the vacancy will be assigned the vacant  
43 position effective immediately and will be removed from the recall list,  
44 subject to item 2(c) immediately above.  
45

1 4. If a vacancy is not filled from the recall list by a unit member having at  
2 least the same tenths of service and to whom a notice is sent under item 3  
3 immediately above, the Board will send an announcement by certified  
4 mail to the last known address of all unit members on the recall list who  
5 are certificated/licensed for the vacant position and who do not hold a  
6 suspended contract for at least the same percentage of service. The latter  
7 unit members may then apply for the position and shall be deemed to be  
8 covered by the provisions of Section 7.01 above in doing so.  
9

10 F. Unit members already on a recall list under provisions of the previous Master  
11 Contract will automatically be provided all rights of recall under provisions of this  
12 Section.  
13

14 G. No later than fifteen (15) days prior to the Board taking action on a reduction in  
15 force, the Association President shall be given the District's seniority lists for each  
16 area of certification/license and a list of those unit members whose contracts are  
17 going to be recommended for suspension.  
18

19 H. The administration will provide letters for unit members affected by a reduction in  
20 force explaining the circumstances of such reduction.  
21

22 I. The unit member on suspended limited or continuing contract will have the right  
23 to remain a member of any or all employee group insurance policies at the  
24 individual's expense from the time the suspension of his/her contract takes effect  
25 to the end of the twenty-four (24) month recall period applicable to limited  
26 contract teachers, provided the full cost of the monthly premium(s) for such  
27 coverage(s) is remitted to the Board's Treasurer fifteen (15) days before the due  
28 date of the premium.  
29

30 9.07 Job Share

31  
32 The Board reserves the right to approve job sharing within the District. Any job sharing  
33 approved by the Board shall follow the Guidelines for Job Sharing as attached in  
34 Appendix D.  
35

36 9.08 Individual Contracts

37  
38 A. All bargaining unit members employed or re-employed by the Board shall be  
39 issued a written contract in accordance with the Ohio Revised Code. The effective  
40 date of re-employment contracts, either limited or continuing, shall be July 1 for  
41 the calendar year in which the contract is issued.  
42

43 B. During the term of the contract the "Contract Status" can be altered only by  
44 mutual agreement of the Board and the bargaining unit member.  
45

1 C. Except as provided in Section 9.07 and Appendix D (Job Share) or Section 5.07  
2 (Unpaid Leave), the following procedures shall apply when a unit member  
3 voluntarily requests a temporary reduction of his/her individual contract:  
4

5 1. The unit member shall provide, on the appropriate form, a request for a  
6 temporary reduction of his/her employment contract; and shall indicate  
7 that such request is voluntary.  
8

9 2. A meeting shall occur with the administration, the PLEA  
10 President/designee, and the teacher concerning such request prior to action  
11 by the Board. Approval of any temporary reduction of an individual  
12 contract shall be within the discretion of the Board.  
13

14 3. A teacher on a Board approved temporary reduced contract may request a  
15 return to the previously held status, and the Board shall grant such status,  
16 provided there is a vacancy for which the teacher is licensed/certificated.  
17  
18

## 19 ARTICLE X

### 20 COMPENSATION RIGHTS

#### 21 22 10.01 Tutoring 23

24 A. Unit members will be \$31.50 per hour for the 2014-2015 school year for home  
25 instruction that has been approved by the Board<sup>3</sup> or for serving as tutors. Any  
26 salary increase for a subsequent school year shall be by the same percentage as  
27 the Teacher Salary Schedule increase for that year at step BA/0.  
28

29 B. Unit members shall be properly certified/licensed to teach the subject or subjects  
30 given in home instruction and otherwise qualified as set forth in the Ohio Revised  
31 Code.  
32

#### 33 10.02 Pay Periods 34

35 A. Members of the bargaining unit may receive their total annual compensation  
36 under Section 10.10 below and its associated Appendices in twenty-six (26) equal  
37 bi-weekly payments, each made on Friday, provided that if a regular payroll falls  
38 on a day when the Administration Office is not open for customary operations,  
39 payment will be made on the next preceding day that the Administration Office is  
40 so open. The board at its discretion may implement a twenty-four (24) pays per  
41 year schedule, paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month.

---

<sup>3</sup> Home instruction that has been approved by the Board refers only to Board-designed and approved programs as outlined in Section 3323.12 of the Ohio Revised Code (Disabled and Home Bound) and does not refer to any other program.

1  
2 B. All of such payments for any bargaining unit member shall be made by direct  
3 deposit to a total of as many as three (3) separate accounts, which accounts shall  
4 be in one (1) or more financial institutions of the bargaining unit member's  
5 choosing, provided that each such financial institution so chosen by a bargaining  
6 unit member shall be a member of the federal reserve banking system.  
7 Bargaining unit members shall follow reasonable rules established by the Board's  
8 Treasurer to report account codes to be used for direct deposits, and pay for any  
9 bargaining unit member may be held by the Board for that member's benefit  
10 pending receipt of at least one such account code from that member. Absent  
11 unusual circumstances, the information for direct deposits of bargaining unit  
12 members' pay shall be provided by the Board's Treasurer to the designated  
13 transfer agent two (2) or more days in advance of the applicable payroll date.  
14 Notifications of the employee's deposit shall be made electronically.  
15

16 10.03 Severance Pay

17  
18 A certified employee is eligible for lump sum severance pay in keeping with the  
19 following provisions:  
20

21 A. Eligibility

- 22  
23 1. A certified employee who has ten (10) or more years of Ohio service  
24 credit within the District and who is eligible for retirement benefits (either  
25 regular or disability) from STRS or from another state retirement system;  
26 OR  
27 2. The beneficiary of a certified employee who dies while an employee of the  
28 Board.  
29

30 B. Benefit Calculation

31  
32 The Board shall grant teaching employees who have completed at least ten (10)  
33 years of service within the District, upon retirement or death, payment for unused  
34 sick leave in an amount determined by multiplying the employee's daily rate of  
35 pay at retirement or death by one-fourth (1/4) of the employee's total accumulated  
36 unused sick leave to a maximum of one-fourth (1/4) of 260 days and one (1) day  
37 for every ten (10) days over 260 accumulated days. The mutual intent of this  
38 language is to include ten percent (10%) of the accumulated days over 260 up to a  
39 maximum of four (4) additional days.  
40

41  
42 C. General Provisions

- 43  
44 1. Severance pay shall be made upon request and only once to any employee  
45 or employee's beneficiary.  
46

- 1           2.     A certified employee must request severance pay on a prescribed form  
2           within 120 days of becoming eligible and shall indicate on said form a  
3           preferred date of payment which shall not be longer than 365 days from  
4           the date of eligibility.
- 5
- 6           3.     In order to be eligible for severance pay under these provisions, an  
7           employee must retire from the District or die while employed by the  
8           District.
- 9
- 10          4.     All unit members so receiving the severance may request to have the  
11          money tax sheltered into a 403(b) and/or 457 account(s) provided through  
12          the District.
- 13

14   10.04 Mileage Remuneration

- 15
- 16          A.     The Board will pay the then-current IRS mileage reimbursement allowance to  
17          employees using private automobiles in the performance of their duties with the  
18          Board as assigned by the Superintendent or his/her designee.
- 19
- 20          B.     Mileage due employees traveling within the District shall be paid when the  
21          specific circumstance is created by scheduling that requires exceptional demands  
22          for travel between buildings. Mileage reimbursement will be paid to employees  
23          traveling between the K-1 building and the other district buildings. Mileage for  
24          required travel between buildings shall be paid if employees submit the  
25          appropriate forms and paperwork to the Treasurer's office.
- 26

27   10.05 Fee Waivers, Tuition Reimbursement, and Provided Coursework

- 28
- 29          A.     The Superintendent or his/her designee shall consult with the President of the  
30          Association or his/her designee in determining the equitable distribution of fee  
31          waivers. The Local Professional Development Committee shall have the  
32          responsibility of approving the distribution of fee waivers.
- 33
- 34          B.     The Board shall allocate \$60,000 for the 2014-2015 school year and each school  
35          year thereafter (a) to assist members of the bargaining unit in the coverage of a  
36          deficiency of fee waiver hours by paying tuition for coursework as approved by  
37          the Local Professional Development Committee and the Superintendent and (b) to  
38          pay the fees of instructors who provide coursework in the District's facilities or at  
39          other locations as designated by the Superintendent. The Superintendent and the  
40          PLEA President shall determine the ratio between (a) and (b), provided that their  
41          failure to agree for any school year shall mean that the ratio shall be an equal  
42          division.
- 43
- 44
- 45
- 46

1 10.06 Life Insurance

2  
3 The Board shall purchase from a carrier licensed by the State of Ohio, and shall pay the  
4 full cost of the premiums for, group insurance with a \$50,000 face value and an  
5 additional accidental death benefit in the same amount. Such insurance shall also provide  
6 a teacher the option to purchase at his/her own expense, subject to any additional  
7 requirements imposed by the carrier, additional base coverage up to the maximum of  
8 \$50,000; the Board shall deduct the premium for said expense from the wages of a  
9 teacher who exercises such option and notifies the Board in writing of his election to  
10 have that deduction made if the computer software utilized by the Board allows for such  
11 deduction to be programmed at a nominal expense to the Board, provided that, once  
12 given, such authorization for deduction shall not be revoked for twelve (12) months.  
13

14 10.07 Supplemental Salary and Schedule

15  
16 A. Introduction

17  
18 The operation of a supplemental duties program requires the use of supervisors  
19 (coaches, advisors, sponsors, etc.) for students participating in the various  
20 activities. Compensation for supervisors is for services rendered beyond the  
21 teacher contractual day or responsibilities. A supplemental contract shall be  
22 issued to the professional staff member supervising an approved supplemental  
23 duty.  
24

25 B. Supplemental Committee

- 26  
27 1. A Supplemental Salary Committee shall be co-chaired by the Association  
28 and the Board and shall have three (3) representatives from the  
29 Association's Executive Board and three (3) representatives appointed by  
30 the Superintendent. The Committee shall meet not less than twice per  
31 year, once before December 1 and at least once before April 1 at a time  
32 determined by the co-chairs.  
33  
34 2. The Committee shall evaluate and make recommendations regarding  
35 continuation or modification of existing supplemental contract job  
36 descriptions, the need for new supplemental contract positions together  
37 with proposed job descriptions for such positions and the need for  
38 elimination of supplemental contract positions no longer necessary.  
39  
40 3. The Committee shall review and make recommendations regarding fair  
41 and equitable compensation of supplemental contract positions, including  
42 the relative placement of positions on the supplemental group list as well  
43 as the compensation to be paid supplemental contract positions. The  
44 Committee shall establish a rubric to determine levels of compensation  
45 which shall include, but not be limited to, time with students, time in  
46 completing activity-related tasks, responsibility and safety factors required

1 by the activity or the position.<sup>4</sup> The current supplemental activity report  
2 form and supplemental rubric conversion table are attached as Appendices  
3 E and F.  
4

5 4. The Committee shall also develop and recommend procedures for the  
6 feedback form of supplemental contract performance and recommend such  
7 evaluation procedures.  
8

9 5. The Committee shall have no authority to alter or change the provisions of  
10 this Agreement, provided, however, that any new supplemental positions  
11 created by the Board during the term of this Agreement will be subject to  
12 negotiations for a successor agreement.  
13

14 C. Experience Factor  
15

16 Upon satisfactory documentation of prior experience in a given supplemental  
17 area, a teacher may receive up to five (5) years credit on the supplemental index.  
18 Five (5) years of credit may only bring the teacher to Step 5 of the index. Such  
19 documentation must be provided to the Treasurer one month prior to the start of  
20 the supplemental duty.  
21

22 D. Installments  
23

24 1. All year-long supplemental contracts shall be paid either in i) equal  
25 installments pursuant to the procedures outlined in Section 10.02 or ii) two  
26 (2) equal installments, with the first installment to be paid at the last pay  
27 period in December and the second installment to be paid at the last pay  
28 period in June following the completion of the supplemental contract. The  
29 choice between the aforementioned options shall be solely that of the  
30 bargaining unit member. Said choice must be communicated to the  
31 Treasurer's Office contemporaneous with the bargaining unit member's  
32 communication of acceptance of the supplemental contract, provided that,  
33 if the member does not so communicate his/her choice at that time, option  
34 ii) shall be followed.  
35

36 2. The Treasurer's office will be available to discuss with unit members  
37 options to address tax withholding for supplemental contracts. However,  
38 these discussions must be initiated by the member and occur at least three  
39 weeks prior to the payment of the supplemental contract. It is understood  
40 in this regard that the Treasurer's office shall not be providing tax advice  
41 to unit members and that unit members shall themselves bear all

---

<sup>4</sup>The position of Field Studies will be placed on the supplemental schedule as determined by the results of this rubric. Staff members involved in the associated trip would also have their direct costs for such trip (travel, etc.) paid if and as those costs are included within the students' fees for such trip.

1 responsibility as to taxes and otherwise concerning decisions that they  
2 make concerning tax withholding for their supplemental contracts.  
3

4 E. Splitting Supplemental Contracts  
5

6 Supplemental contracts shall be posted as a full position. If members volunteer,  
7 supplemental contracts may be divided. The remuneration of each person holding  
8 part of a divided supplemental contract shall be calculated based on (1) the group  
9 of the supplemental contract, (2) the person's proportion of a full position, and (3)  
10 the person's experience level.  
11

12 F. Job Descriptions  
13

14 All applicants, prior to the acceptance of a supplemental position, shall be given a  
15 copy of the job description and the District feedback form for that position.  
16

17 G. Supplemental Position Adjustments  
18

19 Any person or group requesting a compensation group change or the addition of a  
20 new supplemental position shall send a written request to the Supplemental  
21 Committee for consideration before October 15<sup>th</sup> and March 15<sup>th</sup>. The  
22 Supplemental Salary Committee will then meet to consider said requests. Upon  
23 discussion of the requests and consideration of the job description, the  
24 supplemental activity form, and the supplemental rubric, the Committee will vote  
25 on the appropriate compensation level. Approved changes and additions voted  
26 upon by the Committee shall be submitted to the Superintendent and the PLEA  
27 President. Any adjustment to the placement of the supplemental positions shall  
28 be subject to Section 2.09.  
29

30 H. Miscellaneous  
31

- 32 1. All supplemental positions which shall be filled, effective for the  
33 following school year, shall be posted on or before May 1<sup>st</sup> of each school  
34 year.  
35
- 36 2. Each elementary grade level team and building principal shall meet, reach  
37 consensus and report to the respective building PAC on or before March  
38 30<sup>th</sup> of each school year as to which curriculum areas will be the  
39 responsibility of each grade level curriculum team leader for the following  
40 school year. Such designation of curriculum responsibilities shall be  
41 noted on the curriculum team leader postings for each grade level.  
42
- 43 3. Should the Board determine not to fill both elementary grade level  
44 curriculum team leader positions at Group VII and instead posts for only  
45 one elementary grade level team leader position for the school year, then  
46 the posting for that grade level team leader position shall be at Group VI.

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I. Supplemental Schedule

1. Teachers who perform co-curricular service shall receive remuneration based on the following salary schedule.
2. All supplementals shall be computed from the Supplemental Salary Schedule Index. To move from one step to another on Supplemental Salary Schedule Index past Step 5 shall require the completion of two (2) years of service for the supplemental activity involved.
3. For the 2014-2015 contractual year, salaries shall be determined based upon the attached index, and the base salary used in that determination shall be \$42,450.

SUPPLEMENTAL SALARY SCHEDULE INDEX

	I	II	III	IV	V	VI	VII	VIII	IX
0	0.14168	0.12397	0.10626	0.08855	0.07084	0.05313	0.03542	0.01417	0.00708
1	0.15054	0.13283	0.11512	0.09741	0.07970	0.06199	0.04428	0.02125	0.01063
2	0.15939	0.14168	0.12397	0.10626	0.08855	0.07084	0.05313	0.02834	0.01417
3	0.16825	0.15054	0.13283	0.11512	0.09741	0.07970	0.06199	0.03542	0.02125
4	0.17710	0.15939	0.14168	0.12397	0.10626	0.08855	0.07084	0.04250	0.02834
5	0.18596	0.16825	0.15054	0.13283	0.11512	0.09741	0.07970	0.04959	0.03542
6.1	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.08855	0.05667	0.04250
6.2	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.08855	0.05667	0.04250
7.1	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.09741	0.06376	0.04959
7.2	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.09741	0.06376	0.04959
8.1	0.21252	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.07084	0.05667
8.2	0.21252	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.07084	0.05667
9.1	0.22138	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.07792	0.06376
9.2	0.22138	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.07792	0.06376
10	0.23023	0.21252	0.19481	0.17710	0.15939	0.14168	0.12397	0.08501	0.07084

2014-2015 SUPPLEMENTAL SALARY SCHEDULE

	I	II	III	IV	V	VI	VII	VIII	IX
0	6014	5263	4511	3759	3007	2255	1504	602	301
1	6390	5639	4887	4135	3383	2631	1880	902	451
2	6766	6014	5263	4511	3759	3007	2255	1203	602
3	7142	6390	5639	4887	4135	3383	2631	1504	902
4	7518	6766	6014	5263	4511	3759	3007	1804	1203
5	7894	7142	6390	5639	4887	4135	3383	2105	1504
6.1	8270	7518	6766	6014	5263	4511	3759	2406	1804
6.2	8270	7518	6766	6014	5263	4511	3759	2406	1804
7.1	8646	7894	7142	6390	5639	4887	4135	2707	2105
7.2	8646	7894	7142	6390	5639	4887	4135	2707	2105
8.1	9021	8270	7518	6766	6014	5263	4511	3007	2406
8.2	9021	8270	7518	6766	6014	5263	4511	3007	2406
9.1	9398	8646	7894	7142	6390	5639	4887	3308	2707
9.2	9398	8646	7894	7142	6390	5639	4887	3308	2707
10	9773	9021	8270	7518	6766	6014	5263	3609	3007
	X	489							

**Supplemental Contract Groups**

- 11 Group I
- 12 Athletic Director for Middle School
- 13 LPDC Licensure Facilitator
- 14
- 15 Group II
- 16 Faculty/Site Manager
- 17 Basketball Coach-HS - Head-B
- 18 Basketball Coach-HS - Head-G
- 19 Drama Director
- 20 Football Coach-HS -Head
- 21 Swim Coach-HS - Swim-B
- 22 Swim Coach-HS - Head-G
- 23 Wrestling Coach-HS - Head
- 24
- 25 Group III
- 26 Baseball Coach-HS-Head
- 27 Drama Club Advisor-ES
- 28 Grant Writer/Coordinator
- 29 Lacrosse Coach-HS-Head-B
- 30 Lacrosse Coach-HS-Head-G
- 31 Marching Band Director
- 32 Soccer Coach-HS-Head-B
- 33 Soccer Coach-HS-Head-G
- 34 Softball Coach-HS-Head
- 35 Track Coach-HS-Head-B
- 36 Track Coach-HS-Head-G
- 37 Volleyball Coach-HS-Head
- 38
- 39 Group IV
- 40 Baseball Coach-HS-Asst Varsity
- 41 Basketball Coach-HS-JV-B
- 42 Basketball Coach-HS-JV-G
- 43 Basketball Coach-HS-Asst Varsity-B
- 44 Basketball Coach-HS-Asst Varsity-G
- 45 Cheerleading Coach-HS-Competition
- 46 Cheerleading Coach-HS-Head-Fall
- 47 Cheerleading Coach-HS-Head-Winter
- 48 Cross Country Coach-HS-Head-B
- 49 Cross Country Coach-Head-G
- 50 Drama Technical Director-HS
- 51 Football Coach-HS-Assistant
- 52 Football Coach-HS-JV

- 1 Golf Coach-HS-Head-B
- 2 Golf Coach-HS-Head-G
- 3 Soccer Coach-HS-JV-B
- 4 Soccer Coach-HS-JV-G
- 5 Soccer Coach-HS-Asst Varsity-G
- 6 Soccer Coach-HS-Asst Varsity-B
- 7 Softball Coach-HS-Asst Varsity
- 8 Swim Coach-HS-Asst Varsity
- 9 Tennis Coach-HS-Head-B
- 10 Tennis Coach-HS-Head-G
- 11 Wrestling Coach-HS-Asst Varsity
- 12
- 13 Group V
- 14 Assistant Marching Band Director
- 15 Baseball Coach-HS-9th
- 16 Baseball Coach-HS-JV
- 17 Basketball Coach-HS-Asst-B-9th
- 18 Basketball Coach-HS-Asst-G-9th
- 19 Cheerleading Coach-HS-JV-Fall
- 20 Cheerleading Coach-HS-JV-Winter
- 21 Cheerleading Coach-HS-9<sup>th</sup>-Fall
- 22 Cheerleading Coach-HS-9<sup>th</sup>-Winter
- 23 Cross Country Coach-HS-Asst
- 24 Diving Coach-HS
- 25 Drama Managing Director-HS
- 26 Drama Music Director-HS
- 27 Field Hockey Coach-HS-G
- 28 Football Coach-HS-Asst-9th
- 29 Football Coach-MS-Head-7th
- 30 Football Coach-MS-Head-8th
- 31 Golf Coach-HS-Asst-JV-B
- 32 Golf Coach-HS-Asst-JV-G
- 33 Internship Coordinator
- 34 Jazz Band-HS
- 35 Jazz Band-MS
- 36 Lacrosse Coach-HS-JV-B
- 37 Lacrosse Coach-HS-JV-G
- 38 Service Learning Coordinator
- 39 Softball Coach-HS-JV
- 40 Soccer Coach-HS-Asst-9<sup>th</sup>-B
- 41 Student Council Advisor-HS
- 42 Tennis Coach-HS-JV-B
- 43 Tennis Coach-HS-JV-G
- 44 Track Coach-HS-Asst-B
- 45 Track Coach-HS-Asst-G
- 46 Volleyball Coach-HS-9th
- 47 Volleyball Coach-HS-Asst Varsity
- 48 Volleyball Coach-HS-JV
- 49 Wrestling Coach-HS-JV
- 50
- 51 Group VI
- 52 Baseball Coach-MS-7th
- 53 Baseball Coach-MS-8th
- 54 Basketball Coach-MS 8th-B
- 55 Basketball Coach-MS-7th-B
- 56 Basketball Coach-MS-7th-G
- 57 Basketball Coach-MS-8th-G
- 58 Cheerleading Coach-MS-7th-Fall
- 59 Cheerleading Coach-MS-7th-Winter
- 60 Cheerleading Coach-MS-8th-Fall
- 61 Cheerleading Coach-MS-8th-Winter
- 62 Cross Country Coach-MS
- 63 Department Chair-Art-HS
- 64 Department Chair-Global Language-HS
- 65 Department Chair-Humanities-HS
- 66 Department Chair-Language Arts-HS
- 67 Department Chair-Math-HS
- 68 Department Chair-Music-HS
- 69 Department Chair-Science-HS
- 70 Department Chair-Social Studies-HS
- 71 Department Chair-SPED-HS
- 72 Drama Advisor-HS
- 73 E2020 Credit Recovery Coordinator
- 74 Elementary Team Leaders
- 75 Elementary Team Leader-Specials
- 76 Field Hockey-HS-JV
- 77 Field Studies
- 78 Flag Corps Advisor
- 79 Football Coach-MS-Asst 8th
- 80 Football Coach-MS-Asst-7th
- 81 Golf Coach-MS
- 82 House Deans
- 83 Instructional Team Leader-12th
- 84 Instructional Team Leader-6th
- 85 Instructional Team Leader-7th
- 86 Instructional Team Leader-8th
- 87 Junior Class Advisor
- 88 Lead Director Junior Musical-MS
- 89 Pit Orchestra Director-HS
- 90 Power of the Pen Advisor-MS
- 91 Resident Educator Coordinator
- 92 Science Olympiad Coach-MS

- 1 Softball Coach-MS-7th
- 2 Softball Coach-MS-8th
- 3 Swim Coach-MS
- 4 Tennis Coach-MS-B
- 5 Tennis Coach-MS-G
- 6 Track Coach-MS
- 7 Volleyball Coach-MS-7th
- 8 Volleyball Coach-MS-8th
- 9 Wrestling Coach-MS-7th
- 10 Wrestling Coach-MS-8th
- 11 Yearbook Advisor-HS
- 12 Yearbook Coordinator-ES
- 13 Yearbook Coordinator-K1
- 14
- 15 Group VII
- 16 Department Chair-Art-MS
- 17 Department Chair-Global Language-MS
- 18 Department Chair-Language Arts-MS
- 19 Department Chair-Math-MS
- 20 Department Chair-Music-MS
- 21 Department Chair-Reading-MS
- 22 Department Chair-Science-MS
- 23 Department Chair-Social Studies-MS
- 24 Department Chair-SPED-MS
- 25 Department Chair-Technology-HS
- 26 Eagles Effort-ES
- 27 Eagles Nest News Network-ES
- 28 Eagles Nest News Network-K1
- 29 Eagles Nest News Network-HS
- 30 Eagles Nest News Network-MS
- 31 Elementary Curr. Team Leader-K (A)
- 32 Elementary Curr. Team Leader-K (B)
- 33 Elementary Curr. Team Leader-1st (A)
- 34 Elementary Curr. Team Leader-1st (B)
- 35 Elementary Curr. Team Leader-2nd (A)
- 36 Elementary Curr. Team Leader-2nd (B)
- 37 Elementary Curr. Team Leader-3rd (A)
- 38 Elementary Curr. Team Leader-3rd (B)
- 39 Elementary Curr. Team Leader-4th (A)
- 40 Elementary Curr. Team Leader-4th (B)
- 41 Elementary Curr. Team Leader-5th (A)
- 42 Elementary Curr. Team Leader-5th (B)
- 43 Intramural-MS
- 44 Jump Rope Club Advisor-ES
- 45 Newsletter Coordinator
- 46 Newspaper Advisor-HS
- 47 Newspaper Advisor-MS
- 48 Science Olympiad Coach-HS
- 49 Senior Project Coordinator
- 50 Specialist Team Leader-K-1
- 51 Student Council Advisor-MS
- 52 Yearbook Advisor-MS
- 53
- 54 Group VIII
- 55 5<sup>th</sup> Grade Choir
- 56 Department Chair-Health/Wellness-MS
- 57 Drama Club Advisor-MS
- 58 Fitness Coach-Fall
- 59 Fitness Coach-Spring
- 60 Fitness Coach-Summer
- 61 Fitness Coach-Winter
- 62 Instructional Team Leader-10th
- 63 Instructional Team Leader-11th
- 64 Instructional Team Leader-9th
- 65 In-the-Know Advisor-HS
- 66 Math Competition Coordinator-HS
- 67 Math Counts
- 68 OMUN-HS
- 69 OMUN-MS
- 70 Peer Mediation
- 71 Pep Band Advisor
- 72 Running Club Advisor-ES
- 73 Senior Class Advisor
- 74 Ski Club-MS
- 75 Ski Club-HS
- 76
- 77 Group IX
- 78 Adventure Club
- 79 Chess Coach-HS
- 80 Destination Imagination-ES
- 81 Freshman Class Advisor
- 82 Mock Trial Advisor-HS
- 83 National Honor Society Advisor-HS
- 84 Sophomore Class Advisor
- 85 Student Council Advisor-ES
- 86 Trip Coordinator-6th
- 87 Trip Coordinator-7th
- 88 Trip Coordinator-8th
- 89 Youth-to-Youth Advisor
- 90
- 91 Group X
- 92 Art Show Coordinator

- 1 Diversity Performance Director
- 2 Duty Monitor
- 3 FEA Advisor-HS
- 4 Music Show Coordinator
- 5 Ohio Math League Coach-MS
- 6
- 7
- 8
- 9
- 10

1 10.08 STRS Pick-Up

2  
3 The Board agrees to pick-up the employee's contribution to the STRS using the salary  
4 reduction method of pick-up.  
5

6 10.09 Hospital, Medical Surgical, Major Medical, Dental, and Vision Insurance

7  
8 A. The Board shall pay the following toward the cost of individual and family  
9 hospital, medical, surgical, and major medical insurance for members of the  
10 bargaining unit who work fifty percent (50%) or more of a full-time schedule:

11  
12 Single Coverage - 85%  
13 Family Coverage - 85%  
14

15 B. The hospital, medical, surgical, and major medical coverage to be provided shall  
16 not be less than benefits currently provided (attached as Appendix G). The choice  
17 of carrier shall be made by the Board. The parties agree to hold insurance growth  
18 to 9% or less annually and both parties agree they will work to reduce the rate of  
19 growth as much as possible. Through the work of the Joint Insurance Committee,  
20 the parties will annually construct benefit packages that meet the needs of  
21 employees and meet this target of a maximum of nine percent (9%) growth in the  
22 cost. The parties agree that if any changes are needed in the Insurance benefits to  
23 achieve this goal, those changes must be mutually agreed upon by the parties.  
24

25 C. Employees shall be provided the opportunity to enroll in a high-deductible health  
26 plan with associated health savings account (HSA), beginning January 1, 2015.  
27

28 D. The Board and the Association further agree that the Board shall pay the  
29 following toward the cost of individual and family dental insurance for members  
30 of the bargaining unit who work fifty percent (50%) or more of a full-time  
31 schedule:

32 Single Coverage – 100%  
33 Family Coverage - \$70/month  
34

35 E. The dental coverage to be provided shall not be less than benefits currently  
36 provided (attached as Appendix H). The choice of carrier shall be made by the  
37 Board.  
38

39 F. The Board and the Association further agree that the Board shall make available a  
40 group vision plan. The full cost of the premium for the vision insurance will be  
41 paid by the members of the bargaining unit who take the plan. The vision  
42 coverage to be provided shall not be less than benefits currently provided  
43 (attached as Appendix I). The choice of carrier shall be made by the Board.  
44  
45  
46  
47  
48  
49

1 G. There shall be an insurance committee that shall consist of three (3) members  
2 appointed by the Superintendent (who shall designate the chair), two (2) members  
3 appointed by the President of the Association, and one (1) member appointed by  
4 the President of Local 303 of OAPSE/AFSCME Local 4 ("OAPSE"). Any party  
5 may bring an observer upon notification to the other parties. The terms of the  
6 appointees shall be for the length established by the party appointing them. The  
7 committee shall establish its own operating guidelines. The committee shall meet  
8 at least quarterly and in advance of any insurance contract rollover/renewal. The  
9 chair may call other meetings as necessary. The insurance committee may utilize  
10 the services of an independent third-party consultant recommended by the  
11 committee and acceptable to the Board. The committee's responsibilities shall  
12 include monitoring insurance costs and reviewing and recommending  
13 modification of benefits, provided that no such modification shall take effect if  
14 contrary to the express provisions of this Agreement except pursuant to Section  
15 2.26 above.

16  
17 H. The Board shall provide, to the extent available under Section 125 of the IRS  
18 Code, for the payment of unit members' insurance premium contributions on a  
19 pre-tax basis, and other contributions if agreed to by the Board and the  
20 Association. The Board shall further make available to members of the  
21 bargaining unit, to the extent available under said Section 125, a medical flexible  
22 spending account and dependent care flexible spending account, with a plan year  
23 of July 1 through June 30, subject in all regards to any grace period as permitted  
24 consistent with IRS Notice 2005-42 so long as such Notice remains legally valid.

#### 25 26 10.10 Teachers' Salary and Schedule

27  
28 A. For the 2014-2015 contractual year, salaries shall be determined based upon the  
29 index in Appendix J, and the base salary used in that determination shall be  
30 \$42,450. (See Appendix K for the salary schedule for the 2014-2015 contractual  
31 year.)

32  
33 1. On said salary schedule, the headings are defined as follows:

34  
35 B.A. Bargaining unit members who hold a Bachelor's  
36 Degree

37 B.A.+20 Bargaining unit members who hold a Bachelor's  
38 Degree and have earned 20 semester hours (30  
39 quarter hours credit) after earning their Bachelor's  
40 Degree. All bargaining unit members on 5-years  
41 column as of July 1, 1991, are to stay on B.A.+20  
42 column unless they qualify for the M.A. column or  
43 above

44 M.A. Bargaining unit members who hold a Master's  
45 Degree

46 M.A.+15 Bargaining unit members who hold a Master's  
47 Degree and have earned 15 semester hours (22.5  
48 quarter hours credit) after earning their Master's  
49 Degree

1	<u>M.A.+30</u>	Bargaining unit members who hold a Master's
2		Degree and have earned 30 semester hours (45
3		quarter hours credit) after earning their Master's
4		Degree
5	<u>M.A.+45</u>	Bargaining unit members who hold a Master's
6		Degree and have earned 45 semester hours (60
7		quarter hours credit) after earning their Master's
8		Degree
9	<u>Ph.D.</u>	Bargaining unit members who hold a Ph.D. or
10		D.Ed.
11		
12	<u>Years of Experience</u>	As defined and recognized in Chapter 3317 of the
13		Ohio Revised Code.

- 15 2. A bargaining unit member who wishes to be placed on a higher salary  
16 column must submit to the Treasurer's office (a) documentation showing  
17 entitlement to such a placement and (b) a signed application expressly  
18 requesting such a placement and identifying the column sought. Requests  
19 for placement on a higher salary column must be submitted by February 1  
20 or September 1 of each year. A bargaining unit member shall be entitled  
21 under this Agreement to be placed on a higher salary column effective as  
22 of the date on which such a complete submission is made.
- 23
- 24 3. A newly hired teacher in the district shall have worked as a substitute  
25 teacher for a minimum of one hundred twenty (120) days during one  
26 school year in one school district in order to be credited with one year of  
27 service credit. Days of substitute teaching in multiple school districts may  
28 not be aggregated.
- 29
- 30 4. The Board shall provide a stipend of \$300 performance pay for each  
31 bargaining unit member based upon targets to be selected by the Board.  
32 PLEA may provide input on the targets.
- 33
- 34 5. A joint committee shall be established to study alternative compensation  
35 models.

37 10.11 Summer School Courses

- 38
- 39 A. A teacher who teaches a summer school course that is part of the District's graded  
40 course of study and that is approved by the Superintendent shall be paid per the  
41 salary schedule listed below for classes that s/he teaches for that course. This  
42 schedule shall increase each school year by the same percentage as step BA/0 of  
43 the Teacher Salary Schedule.
- 44
- 45 B. For summer school courses only, teachers shall be placed on the appropriate step  
46 and column below based on their years of experience and degree. Teachers who  
47 have greater than a Master's Degree (ex. MA+15) shall be placed on the Master's  
48 Column, and teachers who have more than five (5) years experience shall be  
49 placed on Step Five (5) of this schedule.

1  
2  
3

Effective July 1, 2014			
Years	BA	BA+20	MA
0	30.43	32.26	34.66
1	31.65	33.59	36.15
2	32.86	34.93	37.64
3	34.08	36.27	39.13
4	35.30	37.61	40.62
5	36.52	38.95	42.30

4  
5

6 10.12 Committee Work

7

8 A. Teachers who participate in committee work that clearly extends beyond the  
9 instructional responsibility of a staff member, upon approval of the  
10 Superintendent or designee, shall be eligible for a stipend (paid at \$23.00 per  
11 hour) that will be determined according to the guidelines set forth in this  
12 framework. The criteria for establishing the eligibility of a committee for  
13 compensation are as follows:

14

- 15 1. The committee goals and objectives are addressed in the district Strategic  
16 Plan.
- 17 2. The scope of the committee work addresses a building (elementary,  
18 middle, or high) need or departmental (math, science, etc.) need.
- 19 3. The major committee work is addressed outside of the school day.
- 20 4. The committee planning time involves a minimum of 20 hours.
- 21 5. The committee produces a significant product, such as a grant proposal, a  
22 report or a planning document.

23

24 B. Each committee will have a maximum of six members eligible for compensation,  
25 including a committee chairperson. The committee, under the leadership of the  
26 chairperson, will create a work plan to establish the committee objectives, with  
27 the activities, as well as the committee members responsible for each activity,  
28 clearly delineated. The committee chairperson is responsible for monitoring the  
29 progress of the committee, changing membership in the committee as appropriate,  
30 establishing procedures for keeping minutes of committee meetings, and reporting  
31 committee progress. Failure to fulfill individual responsibility for committee  
32 membership, including attendance at committee meetings, will forfeit eligibility  
33 for compensation.

34

35 C. The evaluation component for the committee work will be a written product. The  
36 standard for the quality of the product will be established through a written rubric  
generated by the committee as part of the planning process. Establishment of this

1 rubric will help articulate the objectives of the committee. Upon project  
2 completion, the committee chairperson will submit the written product and  
3 documentation that the product meets the established standards.  
4

- 5 D. All committees will be monitored by the administrator who has responsibility for  
6 the goal stated in the Strategic Plan. Additional monitoring may be provided by  
7 team leaders or department chairpersons.  
8

9 **10.13 Teacher Professional Organization**

- 10  
11 A. Upon written notification by the Association President, a supplemental contract(s)  
12 shall be issued to an employee(s) for performing work for the Plain Local  
13 Education Association or any organization with which it is affiliated. The request  
14 shall include the name(s) of the employee(s) performing the work, the time period  
15 for the work to be performed, and the amount to be paid for the work. The  
16 Association shall reimburse the Board for the amount of the supplemental  
17 contract(s) and the retirement contributions paid on behalf of the employee(s) at  
18 the times any such payments are made.  
19
- 20 B. To comply with STRS rules, the employer and employee STRS contributions  
21 must be made on compensation from the member's teaching contract, in addition  
22 to compensation for Association activities, up to a maximum amount. The  
23 maximum amount is determined by multiplying the per diem rate of the teaching  
24 salary by a number of days determined by subtracting from 250 the number of  
25 days of service full-time teachers are required to work under a standard teaching  
26 contract, as set forth in Article 8.05.  
27
- 28 C. If the foregoing provisions are amended by subsequent changes to Ohio  
29 Administrative Code section 3307-6-01, then such changes shall be addressed as  
30 provided in Article II of this Agreement.  
31

32 **10.14 National Board for Professional Teaching Standards Certification**

- 33  
34 A. The Board shall pay a one-time stipend in the gross amount of \$500.00 to each  
35 teacher who has obtained a teaching certificate or license issued by the National  
36 Board for Professional Teaching Standards (a NBPTS certificate), provided that,  
37 to receive payment in accordance with this provision, a teacher must have filed an  
38 application, and a copy of his/her NBPTS certificate, in the office of the  
39 Treasurer. Stipends due hereunder shall be paid within a reasonable time  
40 following such filing.  
41
- 42 B. Any compensation created for Master Teachers during the term of this Contract  
43 shall replace the above amount and be paid in accordance with the guidelines of  
44 the Master Teacher Program.  
45  
46  
47  
48  
49

1 10.15 Attendance for Teachers' Children

- 2
- 3 A. Bargaining unit members employed by the Board on or before June 1, 2008 who
- 4 lived outside of the New Albany-Plain Local School District on June 30, 2008,
- 5 have the right to have their child/children attend New Albany-Plain Local Schools
- 6 and complete their Pre-K through 12 education tuition-free under the following
- 7 conditions:
- 8
- 9 1. Bargaining unit members must remain employees of the District to continue
- 10 to enjoy this benefit; and,
- 11
- 12 2. The bargaining unit member must have and maintain legal custody of the
- 13 child/children and be the resident custodial parent of the child/children; and,
- 14
- 15 3. The child/children is/are not transferring into the District from a non-District
- 16 1-12 educational program (i.e., the child/children must begin and continue
- 17 uninterrupted their education in the New Albany-Plain Local School District,
- 18 whether beginning in K or 1<sup>st</sup> grade); and
- 19
- 20 4. This benefit does not apply to any bargaining unit member who lived within
- 21 the District when their child/children began school and who subsequently
- 22 move out of the District; and
- 23
- 24 5. The right to attend pre-school is subject to the District having openings
- 25 available after all District residents' requests have been satisfied and then
- 26 bargaining unit members living outside the District may apply for any open
- 27 seat(s) under the current guidelines.
- 28
- 29 B. The parties agree that the Board has no obligation to provide transportation to
- 30 bargaining unit members' children who live outside the District.
- 31

32 10.16 403(b) Plan Committee

- 33
- 34 A. There shall be a 403(b) Plan Committee that shall consist of three (3) members
- 35 appointed by the Superintendent (who shall designate the chair), two (2) members
- 36 appointed by the President of the Association, and one (1) member appointed by
- 37 the President of Local 303 of OAPSE/AFSCME Local 4 ("OAPSE"), provided
- 38 that, unless and until OAPSE agrees to participate on said committee, the
- 39 Superintendent shall instead appoint only two (2) rather than three (3)
- 40 members. Any party may bring an observer upon notification to the other parties.
- 41 The terms of the appointees shall be for the length established by the party
- 42 appointing them. The committee shall establish its own operating guidelines.
- 43 The committee shall meet at least annually and in advance of any 403(b)
- 44 Third Party Administrator contract rollover/renewal. The chair may call other
- 45

1 meetings as necessary. The 403(b) Plan Committee may utilize the services of an  
2 independent third-party consultant recommended by the committee and  
3 acceptable to the Board.  
4

5 B. The Board shall make available to members of the bargaining unit a Roth 403(b).  
6

7 10.17 Payment for Record Checks  
8

9 To assist in comporting with the provisions of Ohio Revised Code Section 3319.291 as  
10 now in effect or hereafter amended, the Board will bear the cost of one (1) BCII and FBI  
11 record check every five (5) years for each professional staff member who is in the  
12 bargaining unit at the time that the record check is requested pursuant to such section.  
13

14 10.18 Curriculum Work  
15

16 Voluntary curriculum work performed by bargaining unit members outside of the  
17 contractual work day and/or work year shall be paid as a stipend of \$150 per day (\$20.00  
18 per hour per 7.5 hour day).  
19

20  
21 ARTICLE XI

22 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

23  
24 11.01 Purpose  
25

26 There shall be a Local Professional Development Committee ("LPDC") established  
27 within the New Albany - Plain Local School District to recommend policy, to establish  
28 procedures, and to review and approve Individual Professional Development Plans  
29 ("IPDPs") for certification and licensure renewal for certificated staff.

30 11.02 Structure of the Committee  
31

- 32 A. The committee shall be composed for teacher issues of five (5) members of the  
33 bargaining unit appointed by the PLEA President, and three administrative  
34 members appointed by the Superintendent.  
35
- 36 B. The committee shall be composed for administrator issues of two (2) bargaining  
37 unit members, appointed by the PLEA President and three administrative  
38 members appointed by the Superintendent.  
39
- 40 C. Terms of membership on the committee shall be two years and shall be staggered.  
41
- 42 D. Vacancies shall be filled by the appointment of the Association or the  
43 Superintendent, respectively, and the replacement shall serve out the remainder of  
44 the unexpired term.  
45

1 E. The LPDC shall be co-chaired by the Association President/designee and  
2 Superintendent/Designee.

3  
4 F. The LPDC will have an LPDC Licensure Facilitator, who will report to the  
5 Superintendent/Designee, and will be paid on a supplemental contract.

6  
7 G. The co-chairs' term of office shall be July 1 through June 30.  
8

9 11.03 Meetings

10  
11 The LPDC shall meet monthly at a regularly scheduled day and time. The committee co-  
12 chairs may determine to hold additional meetings on an as needed basis.

13 11.04 Bylaws of the LPDC

14  
15 The LPDC shall adopt bylaws by a majority vote of all of its members to govern its  
16 operations. Such bylaws shall include the basis for a quorum; how decisions will be  
17 made; procedures for the IPDP process; how, if necessary, a member may be removed  
18 from the committee; and the procedure(s) for appeal of a decision of the LPDC.  
19

20 11.05 Training

21  
22 A. The LPDC members shall be given the opportunity to attend training on the  
23 purpose, responsibilities, functioning, and legal requirements of the LPDC.  
24

25 B. If training is available during the workday, committee members shall be given  
26 paid release time by the Board to attend.  
27

28 11.06 Compensation

29  
30 A. Each LPDC member shall receive a stipend of \$30 per hour.  
31

32 B. The Licensure Facilitator shall be paid on Group 1 of the supplemental salary  
33 scale in Article 10.  
34

35 11.07 Master Contract Compatibility/Board Policy

36  
37 A. Decisions of the LPDC and determinations on appeals therefrom shall not be  
38 subject to the grievance procedure.  
39

40 B. The committee shall have no authority to supersede any section of the Master  
41 Contract between the New Albany - Plain Local Board of Education and the Plain  
42 Local Education Association, or supersede Board policy.  
43  
44

1 ARTICLE XII

2 RESIDENT EDUCATOR AND MENTOR PROGRAM

3  
4 12.01 General Provisions

- 5  
6 A. There shall be a Resident Educator and Mentoring Program adopted by the Board  
7 and the Association, which shall be called the Resident Educator (RE) and Mentor  
8 Program (MP).  
9  
10 B. All Resident Educators and experienced teachers in their first year of employment  
11 with the District shall participate in the RE/MP as directed by Ohio Department of  
12 Education (ODE) guidelines, the Ohio Resident Educator (RE) Program, the Ohio  
13 Resident Educator Program Standards, the Ohio Standards for the Teaching  
14 Profession, the Teacher Professional Code of Conduct and all other applicable  
15 laws. The purpose of the Resident Educator Program shall be to provide a  
16 program of mentoring and formative and summative assessments with ongoing,  
17 positive formal support that is critical to promote professional growth in  
18 beginning teachers.  
19

20 12.02 RE/MP Committee Structure

- 21  
22 A. The RE/MP Committee ("Committee") shall consist of the Chairperson of the  
23 Local Professional Development Committee (LPDC), building level Resident  
24 Educator program coordinators (i.e. K-1, 2-3, 4-5, 6-8, 9-12), with three (3)  
25 appointed by the Association President as voting members. The Administration  
26 appointees shall be the Chief of Innovation, Improvement and Human Capital and  
27 two (2) Resident Educator Program Leaders having three (3) votes, appointed by  
28 the Superintendent.  
29  
30 B. A quorum of the Committee shall consist of not less than four (4) members. The  
31 Committee shall be co-chaired by a building level coordinator and a program  
32 leader.  
33  
34 C. The Committee shall determine when and where it shall meet and the number of  
35 meetings necessary to fulfill its purpose. The Committee shall meet each school  
36 year to organize the RE/MP for each school year and to assess the progress of the  
37 RE/MP and to assess the performance of the program at the conclusion of each  
38 school year.  
39  
40 D. The Committee shall operate in accordance with the Ohio Department of  
41 Education guidelines, the Ohio Resident Educator Program, the Ohio Resident  
42 Educator Program Standards, and the Ohio Standards for the Teaching Profession  
43 and all other applicable laws.  
44  
45 E. The Committee may determine additional training requirements (1) for  
46 Committee members necessary to establish and maintain an effective RE/MP and  
47 (2) for all mentors. The Committee shall ensure the program effectiveness by

1 identifying and recommending sufficient fiscal and human resources to the  
2 Superintendent , coordinate with the Local Professional Development Committee  
3 and the Director of Teaching and Learning to establish staff development and/or  
4 in-services, provide necessary release time for such training during the contractual  
5 year and pay for any cost involved in such training, building capacity in RE  
6 program coordinators and mentors, and involving stakeholders in collaborative  
7 planning and advocacy. The Committee shall regularly engage in a systematic  
8 cycle of planning, training, implementing, evaluating and revising the Resident  
9 Educator Program and policies. Whenever possible, the Committee may embed  
10 goal setting, monitoring, and evaluation within the District plan.

11  
12 F. The Committee may recommend additional criteria beyond the Mentor Standards  
13 for the Ohio RE program to be used for the selection of a bargaining unit member  
14 to serve as a mentor, provided that it is agreed that included in such criteria, when  
15 implemented, shall be a requirement that a bargaining unit member has been  
16 employed in the District for a minimum of five (5) years. The building level RE  
17 coordinator and building principal shall work together to select and assign  
18 mentor(s) for their respective buildings with due consideration being given to  
19 teachers who volunteer to be a mentor using a well-defined criteria consistent  
20 with the mentor’s assigned responsibilities and an open process that involves a  
21 variety of stakeholders. Mentors are selected based on demonstrated knowledge,  
22 experience and qualities that are consistent with the Mentor Standards for the  
23 Ohio RE program.

24  
25 G. Participation as a mentor shall be a voluntary commitment for a four-year period.

26  
27 H. A mentor may resign in the case of an identified personal emergency that would  
28 require the mentor's withdrawal from the program or be re-assigned in a timely  
29 manner in the case of a mentor/RE relationship that has been deemed, by mutual  
30 agreement of the mentor and the RE, to be unworkable.

31  
32 12.03 Release Time

33 A. Teachers in the RE/MP shall be provided coordinated release time with his/her  
34 mentors. This release time shall be provided for RE professional development that  
35 is ongoing throughout the residency and is tailored to support the needs of REs;  
36 emphasize the importance of and provide support for the collegial and  
37 confidential relationship between mentor and REs; develop trusting, reflective and  
38 professional relationship; support REs through the use of formative assessment  
39 data to differentiate and individualize professional development, and engage in  
40 regular and ongoing communications designed to improve teacher practice. The  
41 Mentor/RE shall be provided one (1) day during new teacher orientation  
42 uninterrupted per year, which can be taken as one (1) full day or two (2) half  
43 days. Upon approval of the building principal, more release time may be granted.

44  
45 B. Full-release mentors may mentor multiple REs with the guidelines being  
46 established by the RE/MP Committee and contractual agreement with the  
47 Association. Full-time classroom mentors will only be assigned to one (1) RE per  
48 school year unless the Committee waives this provision with the Association  
49 President and Superintendent’s approval of the waiver.

1  
2 12.04 Compensation  
3

- 4 A. Mentors' compensation will be \$1,000 for the 2014-15 school year. If the  
5 Resident Educator Mentor Program Committee believes the stipend should be  
6 reevaluated, the committee will provide the necessary documentation and make a  
7 recommendation to the Supplemental Committee. The Supplemental Committee  
8 will make recommendations for any adjustments in compensation to the  
9 Superintendent and PLEA President. It is understood by both parties that the  
10 mentors' compensation will not be placed on the supplemental contract.  
11

12 12.05 Contractual Evaluation  
13

- 14 A. The mentoring process is not an evaluative process for the purpose of  
15 employment, but an evaluative process for the purpose of personal growth and  
16 eventual professional licensure. All interactions between the RE and mentor shall  
17 be confidential. Formative assessments occurring in mentoring shall not become  
18 part of a RE's evaluation conducted by the site administrator.  
19  
20 B. The RE/MP shall not replace the District's evaluation process. Evaluation of all  
21 new teachers to the District shall be conducted in accordance with the District's  
22 evaluation procedure.  
23  
24 C. Building Level RE Coordinators or Mentors shall not participate in any formal or  
25 informal evaluations of REs outside the RE/MP, nor shall they make any  
26 recommendation regarding the employment of an entry year teacher.  
27  
28  
29

30 ARTICLE XIII

31 EMPLOYMENT OF PREVIOUSLY RETIRED PROFESSIONAL STAFF MEMBERS

32 Notwithstanding anything otherwise to the contrary in this Contract:

- 33 A. Participation in the Board's Mentoring Program by a professional staff member  
34 who has previously retired from being employed by this or another district and  
35 taken service retirement under an applicable state retirement system (known  
36 hereunder as a previously retired teacher or "PRT") shall be at the discretion of  
37 the Board.  
38  
39 B. PRTs shall be awarded one-year contracts of employment that shall automatically  
40 expire at the end of each school year without requirement for any performance  
41 evaluation and without any notice of non-renewal.  
42  
43 C. PRTs may be re-employed from year to year, with Board approval, but shall not  
44 be eligible for continuing contract status.  
45  
46 D. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall  
47 have no right of recall.

- 1 E. PRTs shall not carry over any accumulated and unused sick leave from any prior  
2 public employment.
- 3 F. PRTs shall not be eligible to participate in a contractual retirement incentive  
4 program, if any, or for severance or sick leave buyout pay upon separation from  
5 employment.
- 6 G. PRTs shall not be eligible to participate in the Board's insurance program offered  
7 to professional staff members under Section 10.09 above unless they are ineligible  
8 to participate in the applicable retirement system insurance program for health  
9 insurance. If PRTs are ineligible for the applicable retirement system insurance  
10 program for health insurance, they then may participate in the Board's insurance  
11 program offered to professional staff members under Section 10.09 above, but  
12 only at their own expense.
- 13 H. Prior employment by the Board shall be no guarantee of post-retirement  
14 employment or a particular assignment if rehired.
- 15 I. PRTs shall be entitled to all other benefits available to bargaining unit members  
16 under this Agreement that are not otherwise limited expressly or impliedly by the  
17 provisions of this section.
- 18 J. The parties intend for the provisions of this section to supersede, to the maximum  
19 extent permitted by law, all sections of the Ohio Revised Code that may be in  
20 conflict with this section. This shall include, but not be limited to, Ohio Revised  
21 Code Sections 124.39(B), 3319.11, 3319.111, and 3319.17.  
22  
23  
24

#### ARTICLE XIV

##### BUILDING SUBSTITUTES

- 26
- 27 A. Building substitutes shall be awarded one-year contracts of employment that shall  
28 automatically expire at the end of each school year without requirement for any  
29 performance evaluation and without any notice of non-renewal.  
30
- 31 B. Building substitutes may be re-employed from year to year, with Board approval,  
32 but shall not be eligible for continuing contract status.  
33
- 34 C. For purposes of Reduction in Force, building substitutes shall not accrue seniority  
35 and shall have no right of recall.  
36
- 37 D. For the 2014-2015 school year, building substitutes shall be paid the amount of  
38 \$27,510. Any salary increase for a subsequent school year shall be by the same  
39 percentage as the Teacher Salary Schedule increase for that year at step BA/0.  
40 Building substitutes shall also be eligible for a \$750.00 stipend upon completion  
41 of their 80<sup>th</sup> day of service in the District in a school year.  
42

- 1 E. Building substitutes shall not be eligible to participate in a contractual retirement  
2 incentive program, if any, or for severance or sick leave buyout pay upon  
3 separation from employment.  
4
- 5 F. The building substitute shall be employed for 186 days.  
6
- 7 G. Assignments for the workday shall be provided to building substitutes by the  
8 building principal. The building will assign the building substitute to another area  
9 of need when there are no bargaining unit member absences on a particular day.  
10
- 11 H. Building substitutes shall provide assistance to day-to-day substitutes in  
12 procedures and answer questions.  
13
- 14 I. Should any long-term substituting position (i.e. a substituting assignment due to a  
15 long term leave of absence by a bargaining unit member) become available it  
16 shall be under a separate contract. Building substitutes shall be considered, if they  
17 apply, for such position.  
18
- 19 J. Building substitutes shall be entitled to the following benefits/provisions under  
20 this Agreement: Section 5.02 (Sick Leave); Section 5.05 (Personal Leave);  
21 Section 5.09 (Short Term Leave); Section 5.10 (Family and Medical Leave Act  
22 Leave); Article 7 (Teacher Rights); Article 8 (Employment Rights), except  
23 Section 8.05 (Length of School Year and Length of Calendar) and Section 8.06  
24 (New Teacher Orientation); Section 10.02 (Pay Periods); Section 10.04 (Mileage  
25 Remuneration); Section 10.06 (Life Insurance); Section 10.07 (Supplemental  
26 Salary and Schedule); Section 10.09 (Hospital, Medical Surgical, Major Medical,  
27 Dental, and Vision Insurance); Section 10.12 (Committee Work), and Article 13  
28 (Employment of Previously Retired Professional Staff Members).  
29

## 30 ARTICLE XV

### 31 EDUCATIONAL OPTIONS

32  
33 A joint committee of three (3) PLEA members appointed by the Association President  
34 and three (3) administrators appointed by the Superintendent shall convene to review,  
35 research, and recommend contract updates, as needed, for Article 15, Educational  
36 Options Courses, on or before November 1, 2014. Further, that while the joint committee  
37 fulfills its responsibility, the Association President and Superintendent shall collaborate  
38 to provide access to Educational Options courses as necessary to meet student needs.  
39 Any Educational Option plan to meet the recognized education needs of a student shall be  
40 approved by the Superintendent pursuant to Board of Education policy.  
41

#### 42 15.01 General

- 43  
44 A. The unit member may accept or decline an Educational Options request.  
45  
46 B. Educational Options courses are intended for Carnegie credits.

- C. Credits from Educational Options shall not supplant those courses specifically required for graduation under state minimum standards unless such course credit cannot be scheduled for the student prior to graduation. No student may earn more than two (2) credits toward graduation requirements through Educational Options, unless otherwise approved by the Superintendent.
- D. Board of Education required courses for graduation will be given first priority in assignment.
- E. The purpose of any web-based instruction is to enhance and expand class offerings for students; particularly students who are at risk (credit deficient or expelled) and/or gifted. Web-based instruction is not intended to be a means to eliminate existing courses offered in the regular classrooms. It is the intent of the Board that the enrollment in web-based classes will not be the cause for reducing staffing allocations that would otherwise have been assigned to the schools.
- F. Courses for web-based study will be reviewed by a joint committee of the PLEA and the Administration, and presented to the Superintendent and Board of Education for approval in accordance with Board Policy. Additionally, courses for web-based study could be developed by New Albany – Plain Local bargaining unit members, if feasible.
- G. Administration, guidance, and student responsibilities, as established by the parties for Educational Options, are attached as Appendix O.
- H. Teaching experience in the desired content area is preferred.

15.02 Approved Program of Study Courses (scheduling conflicts)

- A. Shall be the instruction, by unit members, for students affected by scheduling conflicts as approved by the Administration.
- B. The maximum number of students shall be five (5) per unit member.
- C. The unit member shall be responsible for:
  - 1. Approval of the student to the approved program; and
  - 2. Supervision and/or instruction of the requirements of the course syllabus.
- D. The unit member shall be compensated two hundred eighty-one dollars and thirty-eight cents (\$281.38) per semester for each approved student.

15.03 Independent Study

- A. Shall be an activity pursued by an individual pupil under the direction of a certificated/licensed bargaining unit member and approved by the administration.

- 1 B. The maximum number of students shall be two (2) per unit member.  
2  
3 C. The unit member shall be responsible for:  
4  
5 1. Approving the student for independent study;  
6  
7 2. Reviewing, discussing, and finalizing the academic plan (with rationale  
8 and expectation) with the student. The Plan shall be submitted to  
9 Guidance;  
10  
11 3. Regularly collaborating/monitoring the student;  
12  
13 4. Assisting the student in defining goals and methods; and  
14  
15 5. Design and administer evaluation based on the goals of the education plan.  
16  
17 D. The unit member shall be compensated two hundred eighty-one dollars and thirty-  
18 eight cents (\$281.38) per semester for each approved student.  
19

20 15.04 Other Education Options  
21

- 22 A. Other Educational Options may include, but are not limited to, distance learning,  
23 correspondence courses, and the systematic monitoring by electronic media,  
24 phone and/or email with ongoing communication between the pupil(s) and the  
25 teacher or teacher and the content provider, as approved by the Administration.  
26  
27 B. The unit member shall be responsible for the approval of the student to the  
28 Educational Option.  
29  
30 C. The unit member shall actively monitor the student and shall be paid one hundred  
31 eighteen dollars and seventeen cents (\$118.17) per semester per approved student.  
32  
33 D. The unit member shall be provided, in writing, at the time of the request to teach  
34 an Education Option, the identified level of compensation (see 15.04(C) above).  
35

36 15.05 Flexible Credit  
37

- 38 A. The Flexible Credit Committee shall continue for the 2014-2015 contract. The  
39 Flexible Credit Committee will include the following administrators: Director of  
40 Curriculum, the Chief of Innovation, Improvement and Human Capital, the High  
41 School Principal, and the High School Assistant Principal. The Flexible Credit  
42 Committee will include the following PLEA unit members as needed (appointed  
43 by the PLEA President): two High School Guidance staff members, the Special  
44 Education Department Chair, and two (2) classroom teachers. In addition, the  
45 building level meetings will include all relevant faculty members to review  
46 applications. The Committee shall be co-chaired by the Director of Curriculum or  
47 designee and the PLEA President or designee.  
48

- 1 B. The Committee shall meet in coordination with application dates, or more  
2 frequently upon the call of the co-chairs. The Committee is charged to:  
3  
4 1. Monitor, review, and make recommendations on possible modifications of  
5 NAPL Flexible Credit Program; and  
6  
7 2. Review and make recommendations to the Superintendent and PLEA  
8 President on the following educational options as they relate to credit  
9 flexibility:  
10  
11 a. Educational Travel  
12  
13 b. Mentoring  
14  
15 c. Research Based projects  
16  
17 d. Service/Community Learning  
18  
19 C. Administration of proficiency exam/assessments during an exam week shall be on  
20 voluntary basis determined through the respective departments. Unit members  
21 who volunteer to administer proficiency exam/assessments outside the contract  
22 day will be compensated at their summer school rate. Respective departments  
23 will make recommendations for whether the assessment should be administered  
24 on an individual or group basis, with groups not to exceed 15 students. Any hours  
25 worked outside of the contract day are subject to the prior approval of the  
26 administration and the Board of Education.  
27  
28 D. Administration of proficiency exam/assessments during August shall be on a  
29 voluntary basis determined through the respective departments. Unit members  
30 who volunteer to administer proficiency exam/assessments shall be compensated  
31 at their hourly summer school rate (Section 10.11).

Forms related to this program can be found in Appendix T.

#### 32 15.06 Credit Recovery (E2020)

- 33 A. The purpose of credit recovery instruction is to enhance and expand class  
34 offerings for students who are at risk due to credit deficiency, expulsion, or other  
35 reasons as mutually agreed to by the department chair(s) (relevant to courses  
36 being considered), the building administration, and the certificated/licensed  
37 faculty who will do the monitoring. It is not intended to be a means to eliminate  
38 existing courses offered in the regular classrooms. It is the intent of the Board  
39 that the enrollment in credit recovery classes will not be the cause for reducing  
40 staffing allocations that would otherwise have been assigned to the schools.  
41  
42 B. Credit recovery courses to be offered through E2020 will be reviewed by a joint  
43 committee of Department Chair(s) (relevant to courses being considered), the  
44 PLEA, and the Administration, and presented to the Superintendent and Board of  
45

1 Education for approval in accordance with Board Policy. Configuration and  
2 operations of the committee shall be mutually established by the Superintendent  
3 and the PLEA President.  
4

5 C. Certificated/licensed faculty member approval is required if a student is leaving a  
6 regular course offering to participate in credit recovery.  
7

8 D. A Credit Recovery Coordinator (CRC), who will be a bargaining unit employee,  
9 will have the responsibility to oversee the continuity of the program, be the  
10 conduit of information, and serve as a respondent to questions and/or issues  
11 concerning the credit recovery program. For the first year, this coordinator will  
12 be paid a stipend of \$1,500 and will document the time spent carrying out all  
13 assignments related to the CRC. Based on this information, the job description  
14 and responsibilities of the CRC will be written and submitted to create a  
15 supplemental contract paid at the appropriate level based on the scoring received  
16 on the supplemental rubric.  
17

18 E. Annually, a credit recovery overview will be provided for the faculty (9-12) to  
19 inform them of the process and to enlist any interested unit members in becoming  
20 Teachers of Record (TR) for the program.  
21

22 F. Such assignments will initiate first within the appropriate department, and should  
23 there be no one accepting the request, then qualified bargaining unit members will  
24 be sought for the assignment. A TR's assignment shall be within the contract day  
25 as defined in Section 8.04. The TR shall meet with credit recovery student(s) as  
26 mutually developed within the student responsibility contract [see below in  
27 Section (J)].  
28

29 G. All students will be assigned through the IAT/IEP process of referrals and  
30 conform to agreed process, credit recovery documents, and signoffs. The TR  
31 shall actively and systematically monitor the student progress [as outlined in  
32 Section (J) below], and proctor the student at the end of course assessment at a  
33 pre-set time and location. Every attempt will be made to place students in an  
34 Academic Options class with the TR (to enhance contact time during the student's  
35 school hours on a case by case basis). Other options may be considered and  
36 utilized to build in time for TR and student to meet during the school day (i.e.  
37 study center) on a case by case basis. Student assessment and pre-approved  
38 monitoring, per student contract, shall be outside of the TR workday.  
39

40 H. During the academic school year, TRs will be assigned to not more than four (4)  
41 students that require monitoring outside the contract day.  
42

43 I. Credit Recovery monitoring rate will be fixed at \$24.72 per hour for 2014-15 for  
44 hours worked outside of the contract day (per student) not to exceed ten (10)  
45 hours. Additional hours will be reviewed on a case-by-case basis, and approval  
46 will be required through the CRC and by the building administration.  
47

1 J. The TR shall be provided, in writing, at the time of the request to work with a  
2 credit recovery student, this Article that outlines responsibilities and a copy of the  
3 Credit Recovery Contract that has been signed by the student (Appendix S).  
4

5 K. Application for summer offerings of credit recovery courses shall follow the same  
6 process as outlined above. All summer credit recovery course offerings shall be  
7 completed during the “summer recess”. TRs will be assigned to not more than  
8 fifteen (15) students per session for Summer Credit Recovery at the Credit  
9 Recovery monitoring rate above.  
10

11 L. The TR, Credit Recovery Coordinator, Administration, and student  
12 responsibilities, as established by the parties for credit recovery, are attached as  
13 Appendix Q.  
14

15 15.07 The above dollar amounts shall increase for a subsequent school year by the same  
16 percentage as the Teacher Salary Schedule increase for that year at step BA/0.  
17  
18

19 ARTICLE XVI

20 MASTER TEACHER COMMITTEE

21  
22 16.01 Master Teacher Committee (MTC)  
23

24 The MTC shall be established for the purpose of designating teachers in the  
25 building/district as a master teacher.  
26

27 A. Purpose – the duties of the MTC shall be strictly limited to the review and  
28 approval of Master Teachers as specified in Ohio law and related ODE guidelines.  
29

30 B. Composition – The MTC will be comprised of seven (7) members, five (5)  
31 teacher members and two (2) administrative members. The five (5) teachers shall  
32 be appointed by the PLEA President with concurrence of the PLEA Executive  
33 Board. The PLEA shall determine the length of the term of office for the local  
34 association members serving on the MTC. In the event of an in-term vacancy or  
35 removal, the teacher member shall be replaced by the PLEA. The two (2)  
36 administrative members shall be appointed by the Superintendent.  
37

38 C. Chairperson – the committee chairperson shall be determined by the committee  
39 members.  
40

41 D. Meetings – the Committee shall meet twice a year (January and April) to read and  
42 score applications. Other meetings will be called on an “as needed basis.”  
43

44 16.02 Operations  
45

46 A. The MTC shall be responsible for informing the bargaining unit of the LTRC  
47 process and any changes to the process for the district.  
48

- 1 B. Up to seven (7) and no less than two (2) members of the MTC will read and score  
2 each application individually. Then an average of the committee scores will be  
3 calculated to determine if the designation of Master Teacher will be awarded to  
4 the applicant.  
5  
6 C. Candidates will be notified, in writing, of their status within sixty (60) days of  
7 turning their portfolio into the committee. Unsuccessful candidates must wait a  
8 year before resubmitting. Candidates will be responsible for making  
9 arrangements to pick up their materials.  
10  
11 D. Successful candidates will receive a certificate and recognition at a district Board  
12 meeting.  
13  
14 E. Teachers receiving Master Teacher status will have a copy of the narrative portion  
15 of their application kept in his/her personnel file.  
16

17 16.03 Employee Protection  
18

- 19 A. Under no circumstances is the involvement in the activities of the MTC to be used  
20 for employment decisions by the Board.  
21  
22 B. Nothing in the Master Teacher process shall have an adverse impact on a unit  
23 member's performance evaluation as established in this Agreement.  
24

25 16.04 The MTC shall not have the authority to supersede any section of the Master Agreement  
26 between the Board and the PLEA.  
27  
28  
29

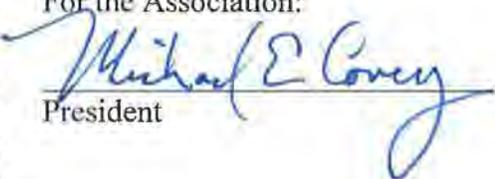
30 ARTICLE XVII

31 SIGNATURE CLAUSE

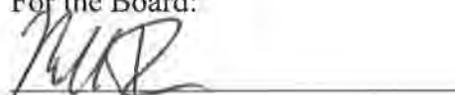
32 This document constitutes the Negotiated Contract between the parties for a duration set forth in  
33 this contract.  
34

35 This Contract, including all terms and provisions hereof, is hereby approved and adopted by the  
36 New Albany - Plain Local Board of Education and the Plain Local Education Association, upon  
37 the signatures of their respective Presidents, this 29<sup>th</sup> day of July,  
38 2014.  
39  
40  
41

42 For the Association:

43   
44 \_\_\_\_\_  
45 President  
46  
47

42 For the Board:

43   
44 \_\_\_\_\_  
45 President

APPENDIX A

SICK LEAVE BANK GUIDELINES (AS OF JUNE OF 2010)

**NEW ALBANY - PLAIN LOCAL SCHOOL DISTRICT**

**GUIDELINES FOR SICK LEAVE BANK**

The following guidelines are hereby agreed to by and between the New Albany • Plain Local Education Association and the New Albany • Plain Local School District:

**Sick Leave Bank (S.L.B.)**

A. Purpose:

To grant additional days of sick leave to participating bargaining unit employees for use only in cases of the unit employee's own, the unit employee's spouse's, or the unit employee's dependent child's personal illness, injury, or non-elective surgery occurring under unusual, severe, or emergency conditions, as determined mutually by the Plain Local Education Association President and the Superintendent.

B. Provisions of Eligibility:

1. All bargaining unit employees shall be eligible to be members of the S.L.B.
2. New members may join no later than October 1 of each successive year. A unit member's contribution of a minimum of one day shall provide for continuous membership unless canceled by notifying, in writing, the Treasurer's Office during the period of September 1 through October 1. Unit members may contribute more than one (1) day to the S.L.B., but are not required to do so, except when the bank is depleted as outlined below. If membership is canceled, donated days remaining in the S.L.B. will not be returned. When a unit employee donates days to the Bank, he/she agrees to the stated rules for administration of the Bank.
3. The S.L.B. membership will begin within five (5) days from each contributing unit employee. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day, not to exceed one (1) assessment per school year. The Treasurer's Office, in cooperation with the Executive Board of PLEA (Executive Board Secretary), will be responsible for notifying certificated employees of each assessment period. The Executive Secretary of the PLEA will assist the Treasurer with the verification and computation of those hours necessary for establishing the S.L.B. and annual tabulations.
4. All unused days in the S.L.B. will roll over into the next year's bank.
5. A complete list of sick leave bank members shall be forwarded to the Association President by October 31 of each school year upon his/her request.

C. Operational Procedures:

1. Applications for grants from the Sick Leave Bank must be made on the Application for Sick Leave Bank Grant Form (Attachment A2). A Physician's Statement (Attachment A3) is required with each application in order to be considered for a grant. Completed forms are to be submitted to the President of the Plain Local Education Association.
2. Application for the S.L.B. days must be made to the President of the Plain Local Education Association.
3. A grant will be considered only after the individual has used all of his/her accumulated sick leave days and has used all possible advances of sick leave days.
4. The maximum number of days that a member may receive is twenty percent (20%) of the total days in the bank at the end of the enrollment period (October 1 of each year).
5. A decision will be rendered within ten (10) days of receipt of request.
6. Unused requested days shall be returned to the S.L.B.
7. Extension of additional days may be applied for in the same manner as the original application.
8. In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for the benefits from the Bank shall, as a condition to such application, agree in writing as follows:

“I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the President of the Plain Local Education Association and the Superintendent. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany • Plain Local School District, the Plain Local Education Association, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.”
9. All decisions shall be final and binding and are not subject to grievance or any other formal process.
10. Guidelines may be reviewed annually upon request of the President of the Plain Local Education Association or the Superintendent.

**New Albany - Plain Local Schools  
New Albany, Ohio**

**Sick Leave Donor Designation Form**

"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the Plain Local Education Association President and the Superintendent. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany-Plain Local School District, the Plain Local Education Association, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

I wish to designate 1 2 3 4 5 (circle one) day(s) of my sick leave balance to be used in a **Sick Leave Bank**. I understand that these days will be deducted from my sick leave balance immediately.

Date \_\_\_\_\_

Donor Signature \_\_\_\_\_

Donor Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Building \_\_\_\_\_

**Please return this form to the Treasurer's Office no later than September 30.**

**New Albany - Plain Local Schools  
55 North High Street  
New Albany, Ohio 43054**

## Application for Sick Leave Bank Grant

Date \_\_\_\_\_

Name \_\_\_\_\_

Building \_\_\_\_\_

Home Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Number of sick days used this school year \_\_\_\_\_

Number of sick days used for current illness \_\_\_\_\_

Employee's reason for request (be specific) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimate of additional days needed \_\_\_\_\_

Name of attending physician \_\_\_\_\_

Address of attending physician \_\_\_\_\_

Telephone of attending physician \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

**Please submit completed application to the Plain Local Education Association President. Application must include Attachment A-3, Physician's Statement, to be considered.**

New Albany - Plain Local Schools  
55 North High Street  
New Albany, Ohio 43054

**Physician's Statement**

\_\_\_\_\_ is unable to perform teaching duties and requires sick leave because: (please be specific with diagnosis and description of complications)

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

**OR**

\_\_\_\_\_ requires non-elective surgery that cannot be postponed until the end of the school year. Nature of procedure:

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

This patient has been under my care for (length of time in months and years): \_\_\_\_\_

Physician's estimate of number of days needed for recovery: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature

I give my physician permission to release the above-requested medical information and any other information relevant to same.

\_\_\_\_\_  
Employee's Signature

**Employee is to submit this completed statement to the Plain Local Education Association President, along with Attachment A-2, Application for Sick Leave Bank Grant.**

## APPENDIX B

### PUBLIC COMPLAINTS POLICY (NUMBER 9130)

# policy

BOARD OF EDUCATION  
PLAIN LOCAL SCHOOL DISTRICT

RELATIONS  
9130/page 1 of 5

#### PUBLIC COMPLAINTS

Any person or group having a legitimate interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel, the program, or the operations of the District. At the same time, the Board of Education has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. Only when such informal meetings fail to resolve the differences shall more formal procedures be employed.

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to the following procedure.

#### **Matter Regarding a Professional Member**

##### A. First Level

If it is a matter directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation that may require investigation or inquiry by school officials prior to approaching the professional staff member. As appropriate, the staff member shall report the matter and whatever action may have been taken to the building principal.

# policy

BOARD OF EDUCATION  
PLAIN LOCAL SCHOOL DISTRICT

RELATIONS  
9130/page 2 of 5  
Public Complaints

B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor and in compliance with provisions of a collective bargaining agreement, if applicable.

C. Third Level

If a satisfactory solution is not achieved by discussion with the building principal, a written request for a conference shall be submitted to the Superintendent. This request should include: the specific nature of the complaint and a brief statement of the facts giving rise to it; the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely; the action that the complainant wishes taken; and the reasons why it is felt that such action should be taken.

Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

D. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board action, the complainant shall request, in writing, a hearing before the Board and/or before a committee of the Board.

The complainant shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the hearing. The Board's decision will be *final* on the matter, and it will not provide a hearing to other complainants on the same issue.

**Matters Regarding an Administrative Staff Member**

Since administrators are considered members of the District's professional staff, the general procedure specified in "Matters Regarding a Professional Staff Member" shall be followed.

# policy

BOARD OF EDUCATION  
PLAIN LOCAL SCHOOL DISTRICT

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## Matters Regarding the Superintendent or Treasurer

Should the matter be a concern regarding the Superintendent or Treasurer that cannot be resolved through discussion with the Superintendent or Treasurer, the complainant may submit a written request to the Board President for a conference with the Board. This request shall include:

- A. The specific nature of the complaint and a brief statement of the facts giving rise to it;
- B. The respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
- C. The reason that the matter was not able to be resolved with the Superintendent or Treasurer;
- D. The action that the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a hearing before the Board, or a committee of the Board, or refer the matter, if permitted by State law, to an executive session.

The complainant shall be advised, in writing, of the Board's decision within thirty (30) business days.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

# policy

BOARD OF EDUCATION  
PLAIN LOCAL SCHOOL DISTRICT

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Public Complaints

## **Matters Regarding a Support Staff Member**

In the case of a support staff member, the same procedure is to be followed as for "Matters Regarding a Professional Staff Member." The complaint is to be directed, initially, toward the person's supervisor, and the matter then brought as required to higher levels in the same manner as prescribed for "Matters Regarding a Professional Staff Member."

## **Matters Regarding District Services or Operations**

If the request, suggestion, complaint, or grievance relates to a matter of District procedure or operation, it should be addressed, initially, to the building principal or the head of the classified department who is most directly concerned and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

## **Matters Regarding the Educational Program**

If the request, suggestion, complaint, or grievance relates to a matter of District program, it should be addressed, initially, to the building principal and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

## **Matters Regarding Instructional Materials**

If the request, suggestion, complaint, or grievance relates to instructional materials such as textbooks, library books, reference works, and other instructional aids used in the District, the following procedure shall be followed:

- A. The criticism is to be addressed to the Superintendent, in writing, and shall include author, title, publisher, the complainant's familiarity with the material objected to, sections objected to (by page and item), and reasons for objection.

# policy

BOARD OF EDUCATION  
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- B. Upon receipt of the information, the Superintendent shall, after advising the Board of the complaint, appoint a review committee that may consist of: One (1) or more professional staff members including one (1) or more Board members and one (1) or more lay persons knowledgeable in the area.
- C. The committee, in evaluating the questioned material, shall be guided by the following criteria:
  - 1. The appropriateness of the material for the age maturity level of the students with whom it is being used, the accuracy of the material, and the use being made of the material.
  - 2. The committee's recommendation shall be reported to the Superintendent in writing within thirty (30) business days following the formation of the committee. The Superintendent will advise the complainant, in writing, of the committee's recommendation and advise the Board of the action taken or recommended.
  - 3. The complainant may appeal this decision, within thirty (30) business days, to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board.
  - 4. The Board shall review the case in committee session and advise the complainant, in writing, of its decision within twenty (20) business days.
- D. The material in question may be withdrawn from use pending the committee's recommendation to the Superintendent.

No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

Revised 10/22/90; revised 12/19/91  
Reviewed April 1994; readopted May 1994  
Revised and readopted December 1997

## Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING (Standard 4: Instruction)</b>  <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.
	<b>ASSESSMENT DATA (Standard 3: Assessment)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.  The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.  The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.  The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.  Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher’s lesson does not build on or connect to students’ prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students’ prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students’ prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher 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>
	<p><b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)</p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students’ backgrounds and has made no attempts to find this information.</p> <p>The teacher’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>

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

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

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p align="center"><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</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 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 rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</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 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 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>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 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 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>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>

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

## Informal Observation: General Form

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

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

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

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

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

Photocopy to Teacher

### Informal Observation: Open-Ended Form

Teacher Name:            Grade(s)/Subject Area(s):            Date:  
Evaluator Name:            Time Walkthrough Begins:            Time Walkthrough Ends:

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature:

Photocopy to Teacher

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

Evaluator’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

APPENDIX C1

EVALUATION FORM as of OCTOBER 2011

New Albany ● Plain Local Schools  
 Observation and Evaluation Process

Staff Member \_\_\_\_\_ Building \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

I. Attach "clinical" observation notes. II. Evaluation summary	Ineffective	Developing	Skilled	Advanced
<b>1. PLANNING AND PREPARATION</b> a. Demonstrating knowledge of content and pedagogy				
b. Setting position specific goals				
c. Demonstrating knowledge of students				
d. Demonstrating knowledge of resources				
<b>2. THE SCHOOL ENVIRONMENT</b>				
a. Creating an environment of respect and rapport				
b. Supporting the learning environment through collaboration				
c. Managing position specific goals and responsibilities				
d. Managing student behavior				
e. Organizing physical space				
<b>3. DELIVERY OF SERVICES</b>				
a. Communicating clearly, consistently, and accurately				
b. Demonstrating flexibility and responsiveness				
c. Delivering effectively position specific services				
<b>4. PROFESSIONAL RESPONSIBILITIES</b>				
a. Reflecting on practice				
b. Maintaining accurate records				
c. Communicating with stakeholders				
d. Contributing to the school and district				
e. Developing professionally				
f. Showing professionalism				

COMMENTS AND SIGNATURES: Use reverse side of form

Evaluator's Comments:

---

Evaluator's Signature

---

Date

Staff Member's Comments:

Staff Member: Please sign below to indicate that you have received a copy of this evaluation and that you have been notified of the placement of same in your personnel file. Your signature does not necessarily indicate agreement with the contents of the evaluation.

---

Staff Member's Signature

---

Date

<b>DOMAIN 1: PLANNING AND PREPARATION</b> <b>Component 1a: Demonstrating Knowledge of Content and Pedagogy</b> <b>Knowledge of content * Knowledge of prerequisite relationships * Knowledge of content-related pedagogy</b>				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Knowledge of Content		Staff member displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Staff member displays solid content knowledge and makes connection between the content and other parts of the discipline and other disciplines.	Staff member displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Staff member displays little understanding of prerequisite knowledge important for student learning of content.	Staff member indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Staff member's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Staff member actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Staff member displays little understanding of pedagogical issues involved in student learning of the content.	Staff member displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on the best pedagogical practice within the discipline but without anticipating student misconceptions.	Staff member displays continuing search for best practice and anticipates student misconceptions.

<b>DOMAIN1: PLANNING AND PREPARATION</b> <b>Component 1b: Setting Position Specific Goals</b> <b>Elements: *Job Specific * Alignment with Strategic Plan * Evidence in Individual Professional Development Plan</b>				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Job Specific Goals	Staff member makes limited or no progress in the implementation of job specific goals.	Staff member develops and implements job specific goals without the input and/or cooperation of others.	Staff member develops and implements job specific goals through collaboration.	Staff member develops and implements job specific goals that move the department toward a vision of excellence through collaboration.
Alignment with Strategic Plan	Staff member has limited knowledge of the Strategic Plan and creates goals that are unaligned with the initiatives of the District.	Staff member demonstrates some awareness of the Strategic Plan and has made an attempt to align position goals with the initiatives of the District.	Staff member demonstrates awareness of the Strategic Plan and has aligned position goals with the initiatives of the District.	Staff member fully understands and aligns position goals with the Vision, Mission, and Promise of the Strategic Plan.
Evidence as Part of Individual Professional Development Plan	Staff member does not have a current approved Individual Professional Development Plan (IPDP) in place.	Staff member has an approved IPDP that is unaligned with the goals of the position and has a limited record of professional development.	Staff member has an approved IPDP that is aligned with job expectations and can demonstrate a record of professional development.	Staff member provides evidence of a current approved IPDP that demonstrates understanding of the position as well as a record of high quality professional development necessary to attain excellence.

**DOMAIN 1: PLANNING AND PREPARATION**  
**Component 1c: Demonstrating Knowledge of Students**  
**Elements:**

**Knowledge of characteristics (intellectual, social, and emotional) of age group \* Knowledge of students' varied approaches to learning \* Knowledge of students' skills and knowledge \* Knowledge of students' interests and cultural heritage**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
<b>Knowledge of Characteristics of Age Group</b>	Staff member displays minimal knowledge of developmental characteristics of age group.	Staff member displays generally accurate knowledge of developmental characteristics of age group.	Staff member displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Staff member displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
<b>Knowledge of Students' Varied Approaches to Learning</b>	Staff member is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences."	Staff member displays general understanding of the different approaches to learning that students exhibit.	Staff member displays solid understanding of the different approaches to learning that different students exhibit.	Staff member uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
	Staff member displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valid.	Staff member recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Staff member displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Staff member displays knowledge of students' skills and knowledge for each student, including those with special needs.
<b>Knowledge of Students' Interests and Cultural Heritage</b>	Staff member displays little or no knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Staff member recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Staff member displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Staff member displays knowledge of the interests or cultural heritage of each student.

**DOMAIN 1: PLANNING AND PREPARATION**  
**Component 1d: Demonstrating Knowledge of Resources**  
**Elements:**  
**Job specific resources \* Resources for students**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
<b>Job Specific Resources</b>	Staff member is unaware of resources available through the school or district.	Staff member displays limited awareness of resources available through the school district.	Staff member is fully aware of all resources available through the school district.	In addition to being aware of school and district resources, staff member actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
<b>Resources for Students</b>	Staff member is unaware of resources available to assist students who need them.	Staff member displays limited awareness of resources available through the school or district.	Staff member is fully aware of all the resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, the staff member is aware of additional resources available through the community.

**DOMAIN 2: THE SCHOOL ENVIRONMENT**  
**Component: 2a: Creating an Environment of Respect and Rapport**  
**Elements:**  
**Teacher interaction with students \* Student interaction**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Staff Member Interaction with Students	Staff member interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for staff member.	Staff member-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for staff member.	Staff member-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for staff member.	Staff member demonstrates genuine caring and respect for individual students. Students exhibit respect for staff member as an individual, beyond that for the role.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward others.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for others.

**DOMAIN 2: THE SCHOOL ENVIRONMENT**  
**Component 2b: Supporting the Learning Community through Collaboration**  
**Elements:**

**Collaboration with colleagues within Department \* Collaboration with colleagues outside of Department**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Collaboration with Colleagues within the Department	Staff member establishes no collaborative relationships with colleagues within the department and/or does not work with them to support the learning community.	Staff member establishes few collaborative relationships with colleagues within the department and/or works with them in limited ways to support the work of the learning community.	Staff member establishes collaborative relationships with colleagues within the department and works with them to support the work of the learning community.	Staff member establishes strong, collaborative relationships with colleagues within the department and works closely with them to support the work of the learning community in meaningful ways.
Collaboration with Colleagues outside the Department	Staff member establishes no collaborative relationships with colleagues outside of the department and/or does not work with them to support the work of the learning community.	Staff member establishes few collaborative relationships with colleagues outside of the department and/or works with them in limited ways to support the work of the learning community.	Staff member establishes collaborative relationships with colleagues outside of the department and works with them to support the work of the learning community.	Staff member establishes strong, collaborative relationships with multiple colleagues outside of the department and works closely with them to support the work of the learning community in meaningful ways.

**Domain 2: The School Environment**  
**Component 2c: Managing Position Specific Goals and Responsibilities**  
**Elements:**  
**Implementation of Goals and Vision \* Management of Responsibility**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Implementation of Goals and Vision	Staff member is unaware of vision and goals for the position and does not work to implement them.	Staff member has a limited understanding of the vision and goals of the position and/or program and demonstrates partial implementation.	Staff member knows the vision and goals for the position and/or program and consistently works to implement them.	Staff member's daily actions are purposeful and linked to the goals and vision of their program/position. Goals can be measured and built upon.
Management of Responsibilities	Staff member handles responsibilities inefficiently and inconsistently.	Staff member shows occasional inconsistencies in responsibilities.	Staff member shows consistency and care for their responsibilities.	Staff member consistently and enthusiastically handles assigned responsibilities.

**DOMAIN 2: THE SCHOOL ENVIRONMENT**  
**Component 2d: Managing Student Behavior**  
**Elements:**

**Expectations \* Monitoring of student behavior \* Response to student misbehavior**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and staff member is unaware of what students are doing.	Staff member is generally aware of student behavior but may miss the activities of some students.	Staff member is alert to student behavior at all times.	Monitoring by staff member is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Staff member does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Staff member attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior is generally appropriate.	Staff member response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Staff member response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

**DOMAIN 2: THE SCHOOL ENVIRONMENT**  
**Component 2e: Organizing Physical Space**  
**Elements:**

**Safety and arrangement of furniture \* Management and use of physical resources**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Safety and Arrangement of Furniture	The work area is unsafe, or the furniture is not suited to the lesson activities, or both.	The work area is safe, and furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The work area is safe, and the furniture arrangement is conducive to learning and/or delivery of services.	The work area is safe, and the furniture arrangement enhances learning and/or delivery of services.
Management and Use of Physical Resources	Staff member manages or uses physical resources poorly.	Staff member manages or uses physical resources adequately.	Staff member manages or uses physical resources skillfully.	Staff member manages and uses physical resources optimally. Students and staff utilize physical resources appropriately.

**DOMAIN 3: DELIVERY OF SERVICES**  
**Component 3a: Communicating Clearly, Consistently, and Accurately**  
**Elements:**  
**Directions and Procedures \* Oral and Written Language**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Directions and Procedures	Staff member's directions and procedures are confusing.	Staff member's directions and procedures are clarified after initial confusion or are excessively detailed.	Staff member's directions and procedures are clear and contain an appropriate level of detail.	Staff member's directions and procedures are clear and anticipate possible misunderstanding.
Oral and Written Language	Staff member's spoken language is inaudible and written language is illegible. Spoken and written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague or used incorrectly.	Staff member's spoken language is audible and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate.	Staff member's spoken and written language is clear and correct. Vocabulary is appropriate.	Staff member's spoken and written language is correct and expressive with well chosen vocabulary.

**DOMAIN 3: DELIVERY OF SERVICES**  
**Component 3b: Demonstrating Flexibility and Responsiveness**  
**Elements: Assessing Student Needs \* Delivery of Services Adjustment \* Responsiveness to Students/Staff**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Assessing Student Needs	Staff member does not assess student needs, or the assessments result in inaccurate conclusions.	Staff member's assessment of student needs is superficial or incomplete.	Staff member thoroughly assesses student needs and knows the range of student needs in the school.	Staff member conducts detailed and individualized assessment of student needs to contribute to program planning.
Delivery of Service Adjustment	Staff member adheres rigidly to delivery of services even when change will clearly improve it.	Staff member attempts to adjust delivery of services with mixed results.	Staff member makes minor adjustments to the delivery of services and the adjustment occurs smoothly.	Staff member successfully makes adjustments to improve their delivery of services.
Responsiveness to Students and/or Staff	Staff member ignores or brushes aside questions or concerns.	Staff member attempts to accommodate questions or concerns.	Staff member successfully accommodates questions or concerns.	Staff member successfully accommodates questions and concerns and offers additional support.

**DOMAIN 3: DELIVERY OF SERVICES**  
**Component 3c: Delivering Effectively Position Specific Services**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Delivery of position specific services	Staff member delivers inadequate position specific services.	Staff member delivers adequate position specific services with partial success.	Staff member delivers adequate position specific services with success.	Staff member delivers consistently high quality and comprehensive position specific services.

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4a: Reflecting on Practice**  
**Elements: Accuracy of Information \* Use in Future Programming**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Accuracy of Information	Staff member doesn't know if the service was effective or achieved its goals, and/ or profoundly misjudged the success of the interactions.	Staff member has a generally accurate impression of the services' effectiveness and the extent to which goals were met.	Staff member makes an accurate assessment of the services' effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Staff member makes a thoughtful and accurate assessment of the services' effectiveness and the extent to which it achieved its goals, citing many specific examples from the activity and weighing the relative strength of each.
Use in Future Programming	Staff member has no suggestions for how the service may be improved for another time.	Staff member makes a general suggestion about how the services may be improved.	Staff member makes a few discerning suggestions about how the service may look in the future.	Drawing on an extensive repertoire of skills, the staff member offers specific alternate actions, complete with probable success of different approaches.

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4b: Maintaining Accurate Records**  
**Elements:**

**System for maintenance of student records\* Completeness and accuracy of records \* Maintaining privacy and confidentiality**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
System for Maintenance of Student Records	Staff member's system for maintaining records is in disarray.	Staff member's system for maintenance of records is rudimentary and only partially effective.	Staff member's system for maintaining records is effective.	Staff member's system for maintaining records is highly effective and is used to enhance delivery of services and communication.
Completeness and Accuracy of Records	Staff member has no system for maintaining information or the system is in disarray.	Staff member's system for maintaining information is rudimentary and partially effective.	Staff member's system for maintaining information is effective.	Staff member's system for maintaining information is highly effective.
Maintaining Privacy and Confidentiality	Staff member has no system for maintaining privacy and/or confidentiality.	Staff member's system for maintaining privacy and/or confidentiality is partially effective.	Staff member's system for maintaining privacy and/or confidentiality is effective.	Staff member's system for maintaining privacy and confidentiality is highly effective.

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4c: Communicating with Stakeholders**  
**Elements:**

**Information about the related services \* Information about individual students \* Engagement of the stakeholders**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Information about the Related Services	Staff member provides minimal information to parents or staff as it relates to the services provided.	Staff member provides limited and not timely information to parents or staff as it relates to the services provided.	Staff member provides appropriate and somewhat timely information to parents or staff as it relates to the services provided.	Staff member provides timely and appropriate information to parents or staff as it relates to the services provided.
Information about Individual Students	Staff member provides minimal information to parents or staff and does not respond or responds insensitively.	Staff member provides limited and not timely information to parents or staff as it relates to the students.	Staff member provides appropriate and somewhat timely information to parents or staff as it relates to the students.	Staff member provides timely and appropriate information to parents or staff as it relates to the students. Response to concerns is handled with great sensitivity.
Engagement of Stakeholders	Staff member makes no attempt to engage stakeholders in the instructional programs or such attempts are inappropriate as it relates to the services provided.	Staff member makes modest and inconsistently successful attempts to engage stakeholders in the instructional program as it relates to the services provided.	Staff member's efforts to engage stakeholders in the related services are frequent and successful.	Staff member's efforts to engage stakeholders in the related services are frequent and successful. Stakeholders contribute ideas that will enhance the services provided.

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4d: Contributing to the School and District**  
**Elements:**

**Relationships with colleagues \* Service to the school \* Participation in school and district projects**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
<b>Relationship with Colleagues</b>  <b>Service to the School</b>  <b>Participation in School and District Projects</b>	Staff member's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Staff member takes initiative in assuming leadership among the faculty.
	Staff member avoids becoming involved in school events.	Staff member participates in school events when specifically asked.	Staff member volunteers to participate in school events, making a substantial contribution.	Staff member volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
	Staff member avoids becoming involved in school and district projects.	Staff member participates in school and district projects when specifically asked.	Staff member volunteers to participate in school and district projects, making a substantial contribution.	Staff member volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**

**Component 4e: Developing Professionally**

**Elements:**

**Enhancement of content knowledge and pedagogical skill \* Service to the profession**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Enhancement of Content Knowledge and Pedagogical Skill	Staff member engages in no professional development activities to enhance knowledge or skill.	Staff member participates in professional activities to a limited extent when they are convenient.	Staff member seeks out opportunities for professional developments to enhance content knowledge and pedagogical skill.	Staff member seeks out opportunities for professional development and makes a systematic attempt to enhance professional knowledge and skills.
Service to the Profession	Staff member makes no effort to share knowledge with others or to assume professional responsibilities.	Staff member finds limited ways to contribute to the profession.	Staff member participates actively in assisting other professional colleagues.	Staff member initiates important activities to contribute to the profession, such as mentoring new professionals, writing articles for publication, and making presentations.

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4f: Showing Professionalism**  
**Elements:**  
**Service to students \* Advocacy \* Decision making**

ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Service to Students	Staff member is not alert to students' needs.	Staff member's attempts to serve students are inconsistent.	Staff member is moderately active in serving students.	Staff member is highly proactive in serving students, seeking out resources when necessary.
Advocacy	Staff member contributes to school practices that result in some students being ill served by the school	Staff member does not knowingly contribute to some students being ill served by the school.	Staff member works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Staff member makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
Decision Making	Staff member makes decisions based on self-serving interests.	Staff member's decisions are based on limited, though genuinely professional, considerations.	Staff member maintains an open mind and participates in team or departmental decision making.	Staff member takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.
Professional Practice	Staff member is unaware of position specific professional standards.	Staff member's awareness of position specific professional standards is limited, Staff member does not always follow established standards.	Staff member displays an awareness of position specific professional standards which are reflected in their practice.	Staff member displays a full understanding of position specific professional standards which are reflected in their practice and advocates for their profession.

## APPENDIX D

### JOB SHARING GUIDELINES

A. A job sharing agreement for any two teachers may be entered into pursuant to these guidelines for a period that is as long as three school years in duration, and while any such agreement shall be subject to renewal or extension if and as approved pursuant to these guidelines. Teachers participating in job sharing (a) shall work the first and last days for teachers, the first and last days for students, two in-service days, two conference days, and a 50% schedule of all other teacher's contract days (i.e., two full days and one-half day per five-day week or such other 50% schedule as the Superintendent shall establish), provided that either teacher participating in job sharing may work a school day that s/he is not, but the other teacher so participating in job sharing with him/her is, scheduled to work if that other teacher agrees and then both teachers also agree to an equal exchange of days to be worked by that other teacher and (b) will receive 50% of a full-time salary. The Board further will provide fringe benefits as set forth below.

B. General Terms

1. Upon the acceptance of a job share proposal by the Superintendent, a teacher shall vacate his or her full-time position as of the date of the proposal's becoming operative. The job share position will be filled for one year. A job share teacher seeking to return to full-time employment the following year shall submit a written request for such employment to the Superintendent by no later than April 1. Unless the Board chooses not to discontinue the job sharing at the end of a school year, or if a job share teacher requests full-time employment for the following school year, and the position that the teacher formerly held has not been discontinued, that position will be declared vacant at the end of a school year, and the teacher will go into the pool of inside candidates to fill the position for the following school year. Unless the Board chooses not to discontinue the job sharing at the end of a school year, the same will occur with regard to the position formerly held by the teacher with whom a teacher requesting full-time employment has been job sharing; that is, that position will likewise be declared vacant if it has not been discontinued, and that other teacher, if he/she requests, will go into the pool of inside candidates to fill that position. The vacancy procedures in the Contract will be followed for all vacancies referenced in this paragraph, subject to the provisions of the next paragraph.
2. Subject to Section 9.06 of the Contract (reduction in force), if a job share teacher seeking to return to full-time employment holds a continuing contract or a limited contract with one or more years remaining, and the teacher is an unsuccessful bidder for his or her former position for the next school year, such teacher(s) will be offered reemployment; the same shall be true of any other job share teacher who has such a contractual status and who will not continue in the job sharing position for the next school year. Such an offer may be for either a part-time or full-time position, provided that if there is a full-time opening for a K-5 position after the vacancy provisions in the Contract have otherwise been followed, the teacher returning from

or otherwise not continuing in job sharing shall be offered same in order of seniority before an outside candidate unless there shall thereafter remain at least one other full-time K-5 position for the teacher to be offered.

3. Notwithstanding the previous two paragraphs or any other provision of this Memorandum, if a job share teacher does not have any subsequent years remaining on a limited contract, the Board reserves its discretion to non-renew the teacher in compliance with the terms of the Contract governing a non-renewal.
4. Subject to the contrary provision of the next paragraph concerning benefits resulting from additional days of teaching as a substitute, (1) while job sharing a teacher will accumulate district seniority of one-half year, and (2) service as a job share teacher shall not count as a step change under Section 9.01 of the Contract. Credit on the salary schedule shall be governed by Section 10.10 of the Contract. STRS benefits shall be accrued in accordance with state law.
5. If one of the teachers participating in job sharing is absent from school, the building principal shall have sole discretion to employ either the second job share teacher or another teacher as a substitute. If employed as a substitute for the first teacher, the second job share teacher shall be paid at the District's regular per diem substitute rate, and shall not be entitled to any benefits beyond those set forth in this Memorandum of Agreement unless the teacher is employed by the District for a minimum of one hundred and twenty (120) full days, in which case the teacher, while receiving no other increase in benefits for such substitute service, shall receive one full year of district seniority and one full year of service credit for the purposes of placement on the District's salary schedule. A job share teacher shall not be employed by the Board as a substitute for other teaching positions within the District and shall agree that he or she will not hold substitute employment in other districts while employed as a job share teacher.
6. If during a school year one of the teachers participating in job sharing resigns, is terminated from his or her position, or takes leave for the remainder of the school year, the Board may, in its discretion, either (1) return the other teacher to full-time status for the remainder of that school year or (2) follow the vacancy procedures in the Contract to fill the vacant part-time position for the remainder of that school year. If option (2) is selected, the teacher with whom the resigned or terminated teacher was job sharing shall proceed and be treated in accordance with paragraphs A through C above for the following year.

C. Job Sharing Proposals

1. Joint interview for hiring: The teachers requesting to job share will have a joint interview with the building principal. It is imperative that the teachers sharing a position be compatible. At the sole discretion of the building principal, a proposal may be recommended to the Superintendent for final approval.

2. There will be a meeting between the Association President and Superintendent (or their designees) to discuss each proposal for job sharing that is recommended to the Superintendent by the building principal, provided that the Superintendent shall have the final authority to approve or disapprove a job sharing proposal.

D. Fringe Benefits

1. Health Care Coverage: Hospital, medical surgical, and major medical insurance coverage at a level of 100% of the benefits afforded under the Contract for either single coverage or family coverage will be provided by the Board for job share teachers at the election of each such teacher, and the Board will pay 50% of what it would have paid for same as so elected for a teacher on a full-time schedule.
2. Dental Coverage: Dental coverage at a level of 100% of the benefits afforded under the Contract for either single coverage or family coverage will be provided by the Board for job share teachers at the election of each such teacher, and the Board will pay 50% of what it would have paid for same as so elected for a teacher on a full-time schedule.
3. Life Insurance Coverage: Life insurance coverage at a level of 50% of the benefits afforded under the Contract will be provided and fully paid by the Board for job share teachers.
4. Accumulation of Sick Days and Personal Days: Job share teachers will accumulate sick days and personal days at 50% of the rate of full-time teachers. Job share teachers shall be entitled to use one and one-half (1½) personal days per school year.
5. Leave Status/Continuous Service: Because job share teachers shall vacate their full-time positions, they will not be placed on part-time unpaid leave status during job sharing. However, job sharing teachers will not suffer a break in service for purposes of Section 9.06 of the Contract (reduction in force).
6. Professional Leave and Sabbatical Leave: Job share teachers shall not be entitled to receive professional leave and sabbatical leave.
7. STRS Pick-Up: The board will pay the STRS pick-up for job share teachers per Section 10.08 of the Contract.

E. Grievability

All decisions of the Superintendent or building principal regarding the recommendation or approval of proposed job sharing arrangements shall be final and not subject to the grievance procedures of the Contract, except as they conflict with the express provisions hereof.

APPENDIX E

SUPPLEMENTAL ACTIVITY REPORT FORM

Supplemental Activity Report Form Building \_\_\_\_\_

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

I. Student Contact Time (beyond teacher contract day)  
Not applicable to position, check here \_\_\_\_\_

A. Number of student *meetings/practice* per week \_\_\_\_\_

B. Length of *meetings/practice* \_\_\_\_\_

Describe (what is taking place during meetings/practice & when these are held):

II. Event Time Not applicable to position, check here \_\_\_\_\_

A. Number of *performances, competitions, recognition events*, etc. \_\_\_\_\_

B. Length of *performances, competitions, recognition events*, etc. \_\_\_\_\_

Describe:

Preparation Time (beyond teacher contract day)

Not applicable to position, check here \_\_\_\_\_

A. Number of *parent meetings* \_\_\_\_\_

B. Length of *parent meetings* \_\_\_\_\_

Describe (please do not include returning phone calls/email):

C. Number of other *meetings, training, event preparation*, etc. \_\_\_\_\_

D. Length of time spent on such events \_\_\_\_\_  
Describe (be sure to include time spent on budget, paperwork,  
fundraising, transportation, etc.):

**Total number of Preparation Hours** \_\_\_\_\_

Instructional Responsibility

**Not applicable to position, check here** \_\_\_\_\_

Level of knowledge/expertise required of advisor to successfully accomplish supplemental goals.

1                      2                      3                      4                      5  
(minimal)          (limited)          (sufficient)      (high)          (exceptional)

Level of instruction given during supplemental activity.

1                      2                      3                      4                      5  
(minimal)          (limited)          (sufficient)      (high)          (exceptional)

Explain:

Student Responsibility

**Not applicable to position, check here** \_\_\_\_\_

A. Number of students involved in activity. \_\_\_\_\_

B. **For assistant coaches:** Ratio of students: coaches (include head/assistants)

C. Level of **direct** supervision required to ensure **student safety/welfare**.

1                      2                      3                      4                      5  
(minimal)          (limited)          (sufficient)      (high)          (exceptional)

Explain:

Personnel Responsibility

**Not applicable to position, check here**

\_\_\_\_\_

A. Number of staff members to oversee  
(Please do not include volunteers)

\_\_\_\_\_

Explain (who/when/how/length of time):

APPENDIX F

SUPPLEMENTAL RUBRIC CONVERSION TABLE

<b><u>GROUP LEVEL</u></b>	<b><u>TOTAL POINTS</u></b>
GROUP I	AD & LPDC LICENSURE FACILITATOR
GROUP II	30, 29, 28
GROUP III	27, 26, 25
GROUP IV	24, 23, 22
GROUP V	21, 20, 19
GROUP VI	18, 17, 16
GROUP VII	15, 14
GROUP VIII	13, 12
GROUP IX	11, 10
GROUP X	9 and below

APPENDIX G

HOSPITAL, MEDICAL SURGICAL, MAJOR MEDICAL BENEFITS

# Your Summary of Benefits



**New Albany-Plain Local Schools  
Blue Access® (PPO)  
Effective 07-01-2014**

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$300/\$900	\$700/\$2,100
<b>Out-of-Pocket Limit (Single/Family)</b>	\$1,200/\$2,400	\$3,000/\$6,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: allergy injections (PCP and SCP) allergy testing MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	\$20/\$30   \$5 20% 20%	40%   40% 40% 40%
<b>Preventive Care Services</b> 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%
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <b>facility/other covered services</b> (copayment waived if admitted) <b>Urgent Care Center Services</b> MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products Allergy injections • Allergy testing	\$175  \$50 20%  \$5 20%	\$175  40% 40%  40% 40%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	40%

Blue 7.0 600 Series

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Inpatient Facility Services</b> (Network/Non-Network combined) Unlimited days except for: 100 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 100 days for skilled nursing facility	20%	40%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> Surgery and administration of general anesthesia	20%	40%
<b>Other Outpatient Services</b> including but not limited to: Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 60 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%       NCS 20%	40%       NCS 20%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits) Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: Cardiac Rehabilitation 36 visits Pulmonary Rehabilitation 20 visits Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 20 visits Speech therapy: 20 visits	\$20	40%
<b>Accidental Dental:</b> Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	40%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> 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%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> Acquisition and transplant procedures, harvest and storage.	NCS	50%

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<p>Prescription Drugs  <b>Network Tier structure equals 1/2/3</b></p> <p><b>Network Retail Pharmacies:</b>            (31-day supply)            Includes diabetic test strip</p> <p><b>Home Delivery Service:</b>            (90-day supply)            Includes diabetic test strip</p> <p>Member may be responsible for additional cost when not selecting the available generic drug.</p> <p>Medicare Rx - Wrap</p> <p><b>Specialty Medications</b> are limited up to a 31 day supply regardless of whether they are retail or mail service.</p> <p>Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits</p>	<p>\$10/\$20/\$40</p> <p>\$25/\$50/\$100            Mail required for certain medications after 3 refills at retail</p>	<p>\$10/\$20/\$40<sup>4</sup></p> <p>Not covered</p>

**Notes:**

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- 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 month 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 asthmatic 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.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime
- Vision limited services - additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.
- Non-therapy services billed in conjunction with a therapy service (ex., evaluation and other related services) will pay based on place of service.

<sup>2</sup> We encourage you to review the Schedule of Benefits for limitations.

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

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

# Your Summary of Benefits

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**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:** none

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

## APPENDIX H

### DENTAL BENEFITS

# Dental Benefits

Savings, flexibility and service. For healthier smiles.



## MetLife

### Overview of Benefits for: New Albany-Plan Local School District

Amendment Effective Date<sup>±</sup>: 07/01/2012

With all of the emphasis on healthy living, it may be refreshing to know you have access to a group dental plan that helps you maintain an oral health regimen with the savings you need, the flexibility you want and service you can count on.

Coverage Type	In-Network % of PDP Fee	Out-of-Network % of R&C Fee <sup>1</sup>
Type A - Preventive	100%	100%
Type B - Basic Restorative	80%	80%
Type C - Major Restorative	60%	60%
Type D - Orthodontia	60%	60%
<b>Deductible:</b> Per Individual	\$25 Applies to Type B & C services only	\$25 Applies to Type B & C services only
<b>Deductible:</b> Per Family	\$75 Applies to Type B & C services only	\$75 Applies to Type B & C services only
<b>Annual Maximum Benefits:</b> Per Individual	\$1500	\$1500
<b>Orthodontia Lifetime Maximum:</b> Per Individual	\$1000	\$1000
	Ortho applies to Adult and Child Up to Dependent Age Limit	

<sup>±</sup> Changes have been made to your Plan as of the Amendment Effective Date listed above. Please refer to your Certificate of Insurance/Certificate Rider for more details or contact your benefits administrator with any questions.

1. The Reasonable and Customary charge is based on the lowest of the: "Actual Charge" (the dentist's actual charge); or "Customary Charge" (the 90th Percentile charge of dentists in the same geographic area for the same or similar services as determined by MetLife).

### Understanding Your Dental Plans

The MetLife Preferred Dentist Program (PDP) is designed to provide the dental coverage you need with the features you want. Take advantage of what this plan has to offer without compromising what matters most - including the freedom to visit the dentist of your choice - an "in-network" dentist or an "out-of-network" dentist.

If you receive in-network services, you will be responsible for any applicable cost sharing, PDP charges in excess of the benefit maximums, and for non-covered services. If you receive out-of-network services, you will be responsible for any applicable cost sharing, charges in excess of the benefit maximum, charges in excess of the PDP fee schedule amount, and charges for non-covered services.

Plan benefits for in-network services are based on the percentage of the PDP fee - MetLife's negotiated fees that PDP dentists have agreed to accept as payment in full.

Plan benefits for out-of-network services are based on the percentage of the Reasonable and Customary (R&C) charges. If you choose a dentist who does not participate in the MetLife PDP, your out-of-pocket expenses may be more, since you will be responsible for paying any difference between the dentist's fee and your plan's payment for the approved service.

Take advantage of online self-service capabilities with MyBenefits.

- Check the status of your claims
- Locate a participating PDP dentist
- Access MetLife's Oral Health Library
- Elect to view your Explanation of Benefits online

To register, just go to [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits) and follow the easy registration instructions.

## Selected Covered Services and Frequency Limitations

Type A - Preventive	How Many / How Often
<ul style="list-style-type: none"> <li>• Prophylaxis - Cleanings</li> <li>• Oral Examinations</li> <li>• Topical Fluoride Applications</li> <li>• Full Mouth X-Rays</li> <li>• Bitewing X-Rays (Adult/Child)</li> <li>• Space Maintainers</li> <li>• Sealants</li> </ul>	2 in 12 months. 2 in 12 months. 2 in 12 months for children up to 19th birthday. 1 in 60 months. Adult 1 in 12 months / Child 1 in 12 months up to 14th birthday. Children up to 16th birthday. Limited to 1 per lifetime per area. 1 per tooth in 60 months (per permanent 1st & 2nd non-restored molar) children up to 16th birthday.
Type B - Basic Restorative	How Many / How Often
<ul style="list-style-type: none"> <li>• Endodontics - Root Canal</li> <li>• General Anesthesia</li> <li>• Oral Surgery (Simple Extractions)</li> <li>• Oral Surgery (Surgical Extractions)</li> <li>• Other Oral Surgery</li> <li>• Periodontal Surgery</li> <li>• Periodontal Scaling &amp; Root Planing</li> <li>• Periodontal Maintenance</li> <li>• Amalgam &amp; Composite Fillings</li> <li>• Consultations</li> <li>• Emergency Palliative Treatment</li> </ul>	1 per tooth per lifetime. For oral surgery, extractions or other covered services.  1 per tooth in 36 months. 1 per tooth in 24 months. 4 in 1 year, includes 2 cleanings. 1 in 24 months. Composite Fillings covered on all teeth. 1 in 12 months.
Type C - Major Restorative	How Many / How Often
<ul style="list-style-type: none"> <li>• Repairs</li> <li>• Implants</li> <li>• Bridges</li> <li>• Dentures</li> <li>• Crowns/Inlays/Onlays</li> <li>• Prefabricated Stainless Steel &amp; Resin Crowns</li> </ul>	1 per tooth in 12 months. Services: 1 per tooth in 10 years Repairs: 1 per tooth in 10 years. 1 per tooth in 5 Years.
Type D - Orthodontia	
<p>Dependent children are covered until the end of the month of their 19th birthday or up to dependent age limit. Age limitations may vary by state. Please see your Plan description for complete details. In the event of a conflict with this summary, the terms of the certificate will govern.</p> <ul style="list-style-type: none"> <li>• All procedures performed in connection with orthodontic treatment are payable as Orthodontia.</li> <li>• Benefits for the initial placement will not exceed 20% of the Lifetime Maximum Benefit Amount for Orthodontia. Periodic follow-up visits will be payable on a monthly basis during the scheduled course of the orthodontic treatment. Allowable expenses for the initial placement, periodic follow-up visits and procedures performed in connection with the orthodontic treatment, are all subject to the Orthodontia coinsurance level and Lifetime Maximum Benefit Amount as defined in the Plan Summary.</li> <li>• Orthodontic benefits end at cancellation of coverage.</li> </ul>	

The service categories and plan limitations shown in this document represent an overview of your plan benefits, but are not a complete description of the plan. Before making any purchase or enrollment decision you should review the certificate of insurance which is available through MetLife or your employer. In the event of a conflict between this overview and your certificate of insurance, your certificate of insurance governs. Like most group dental insurance policies, MetLife group policies contain certain exclusions, limitations and waiting periods and terms for keeping them in force. The certificate of insurance sets forth all plan terms and provisions, including all exclusions and limitations.

**\*Alternate Benefits:** Your dental plan provides that if there are two or more professionally acceptable dental treatment alternatives for a dental condition, your plan bases reimbursement, and the associated procedure charge, on the least costly treatment alternative. If you receive a more costly treatment alternative, your dentist may charge you or your dependent for the difference between the cost of the service that was performed and the least costly treatment alternative.

## Exclusions

### We will not pay Dental Insurance benefits for charges incurred for:

1. Services which are not Dentally Necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which We deem experimental in nature;
  2. Services for which You would not be required to pay in the absence of Dental Insurance;
  3. Services or supplies received by You or Your Dependent before the Dental Insurance starts for that person;
  4. Services which are primarily cosmetic (For residents of Texas, see notice page section in your certificate).
  5. Services which are neither performed nor prescribed by a Dentist except for those services of a licensed dental hygienist which are supervised and billed by a Dentist and which are for:
    - scaling and polishing of teeth; or
    - fluoride treatments.**For NY Sitused Groups, this exclusion does not apply.**
  6. Services or appliances which restore or alter occlusion or vertical dimension.
  7. Restoration of tooth structure damaged by attrition, abrasion or erosion.
  8. Restorations or appliances used for the purpose of periodontal splinting.
  9. Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco.
  10. Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss.
  11. Decoration, personalization or inscription of any tooth, device, appliance, crown or other dental work.
  12. Missed appointments.
  13. Services
    - covered under any workers' compensation or occupational disease law;
    - covered under any employer liability law
    - for which the employer of the person receiving such services is not required to pay; or
    - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.**For North Carolina and Virginia Sitused Groups, this exclusion does not apply.**
  14. Services paid under any worker's compensation, occupational disease or employer liability law as follows:
    - for persons who are covered in North Carolina for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' compensation Act;
    - or for persons who are not covered in North Carolina, services paid or payable under any workers' compensation or occupational disease law.**This exclusion only applies for North Carolina Sitused Groups.**
  15. Services:
    - for which the employer of the person receiving such services is not required to pay; or
    - received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital.**This exclusion only applies for North Carolina Sitused Groups.**
  16. Services covered under any workers' compensation, occupational disease or employer liability law for which the employee/or Dependent received benefits under that law.**This exclusion only applies for Virginia Sitused Groups.**
  17. Services:
    - for which the employer of the person receiving such services is not required to pay; or
    - received at a facility maintained by the policyholder, labor union, mutual benefit association, or VA hospital.**This exclusion only applies for Virginia Sitused Groups.**
  18. Services covered under other coverage provided by the Employer.
  19. Temporary or provisional restorations.
  20. Temporary or provisional appliances.
  21. Prescription drugs.
  22. Services for which the submitted documentation indicates a poor prognosis.
  23. The following when charged by the Dentist on a separate basis:
    - claim form completion;
    - infection control such as gloves, masks, and sterilization of supplies; or
    - local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
  24. Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food.**For NY Sitused Groups, this exclusion does not apply.**
  25. Caries susceptibility tests.
  26. Initial installation of a fixed and permanent Denture to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
  27. Other fixed Denture prosthetic services not described elsewhere in this certificate.
  28. Precision attachments, except when the precision attachment is related to implant prosthetics.
  29. Initial installation or replacement of a full or removable Denture to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
  30. Addition of teeth to a partial removable Denture to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
  31. Adjustment of a Denture made within 6 months after installation by the same Dentist who installed it.
  32. Implants to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
  33. Implants supported prosthetics to replace one or more natural teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth.
  34. Duplicate prosthetic devices or appliances.
  35. Replacement of a lost or stolen appliance, Cast Restoration, or Denture.
  36. Intra and extraoral photographic images.
  37. Services or supplies furnished as a result of a referral prohibited by Section 1-302 of the Maryland Health Occupations Article.  
A prohibited referral is one in which a Health Care Practitioner refers You to a Health Care Entity in which the Health Care Practitioner or Health Care Practitioner's immediate family or both own a Beneficial Interest or have a Compensation Agreement. For the purposes of this exclusion, the terms "Referral", "Health Care Practitioner", "Health Care Entity", "Beneficial Interest" and Compensation Agreement have the same meaning as provided in Section 1-301 of the Maryland Health Occupations Article.**This exclusion only applies for Maryland Sitused Groups**
  38. Fixed and removable appliances for correction of harmful habits.<sup>1</sup>
  39. Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards.<sup>1</sup>
  40. Diagnosis and treatment of temporomandibular joint (TMJ) disorders. This exclusion does not apply to residents of Minnesota.<sup>1</sup>
- <sup>1</sup> Some of these exclusions may not apply. Please see your plan design and certificate for details.  
Like most group dental insurance policies, MetLife group insurance policies contain certain exclusions, waiting periods, reductions and terms for keeping them in force. Please contact MetLife for details.

## Common Questions... Important Answers

**Who is a participating Preferred Dentist Program (PDP) dentist?** A participating dentist is a general dentist or specialist who has agreed to accept MetLife's negotiated fees as payment in-full for services provided to plan participants. PDP fees typically range from 15-45%\* below the average fees charged in a dentist's community for the same or substantially similar services.

\*Based on internal analysis by MetLife. Savings from enrolling in the MetLife PDP Program will depend on various factors, including how often participants visit the dentist and the cost for services rendered.

**How do I find a participating PDP dentist?** There are more than 158,000 participating PDP dentist access points nationwide, including 37,000 specialist. You can select a participating dentist or specialist by visiting the MetLife website at [www.metlife.com/dental](http://www.metlife.com/dental) or [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits) if you are registered on MyBenefits. You can also call 1-800-ASK-4MET (800-275-4638).

**What services are covered by my plan?** All services defined under your group dental benefits plan are covered. Please review the enclosed plan benefits to learn more.

**Does the Preferred Dentist Program (PDP) offer any negotiated fees on non-covered services?** MetLife's negotiated fees with PDP (in-network) dentists may extend to services not covered under your plan and services received after your plan maximum has been met, where permitted by applicable state law. If you receive services from a PDP dentist that are not covered under your plan or where the maximum has been met, in those states where permitted by law, you may only be responsible for the PDP (in-network) fee.

**May I choose a non-participating dentist?** Yes. You are always free to select the dentist of your choice. However, if you choose a dentist who does not participate in the MetLife PDP, your out-of-pocket expenses may be more, since you will be responsible to pay for any difference between the dentist's fee and your plan's payment for the approved service. If you receive services from a participating PDP dentist, you are only responsible for the difference between the PDP in-network fee for the service provided and your plan's payment for the approved service. Please note: any plan deductibles must be met before benefits are paid.

**Can my dentist apply for PDP participation?** Yes. If your current dentist does not participate in the PDP and you'd like to encourage him or her to apply, tell your dentist to visit [www.metdental.com](http://www.metdental.com), or call 1-877-MET-DDS9 for an application. The website and phone number are designed for use by dental professionals only.

**How are claims processed?** Dentists may submit your claims for you, which means you have little or no paperwork. You can track your claims online and even receive e-mail alerts when a claim has been processed. If you need a claim form, visit [www.metlife.com/dental](http://www.metlife.com/dental) or [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits) if you are registered on MetLife's MyBenefits. You can also request one by calling 1-800-ASK-4MET (800-275-4638).

**Can I find out what my out-of-pocket expenses will be before receiving a service?** Yes. MetLife recommends that you request a pre-treatment estimate for services in excess of \$300. Simply have your dentist submit a request online at [www.metdental.com](http://www.metdental.com) or call 1-877-MET-DDS9. You and your dentist will receive a benefit estimate for most procedures while you're still in the office. Actual payments may vary depending upon plan maximums, deductibles, frequency limits and other conditions at time of payment.

**How can I learn about what dentists in my area charge for different procedures?** With the Dental Procedure Fee Tool provided by [go2dental.com](http://go2dental.com), you can learn more about approximate fees for services such as exams, cleanings, fillings, crowns and more. Simply visit [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits) and use the Dental Procedure Fee Tool to help you estimate the in-network (PDP fees) and out-of-network fee\* for dental services in your area.

\*Out-of-network fee information is provided by [go2dental.com](http://go2dental.com), Inc., an industry source independent of MetLife. This site does not provide the benefit payment information used by MetLife when processing your claims. Prior to receiving services, we recommend that you obtain pre-treatment estimates through your dentist.

**Can MetLife help me find a dentist outside of the U.S. if I am traveling?** Yes. Through international dental travel assistance services\* you can obtain a referral to a local dentist by calling +1-312-356-5970 (collect) when outside the U.S. to receive immediate care until you can see your dentist. Coverage will be considered under your out-of-network benefits.\*\* Please remember to hold on to all receipts to submit a dental claim.

\*International Dental Travel Assistance services are administered by AXA Assistance USA, Inc. AXA Assistance is not affiliated with MetLife and any of its affiliates, and the services they provide are separate and apart from the benefits provided by MetLife.

\*\*Refer to your dental benefits plan summary for your out-of-network dental coverage.

**How does MetLife coordinate benefits with other insurance plans?** Coordination of benefits provision in dental benefits plans are a set of rules that are followed when a patient is covered by more than one dental benefits plan. These rules determine the order in which the plans will pay benefits. If the MetLife dental benefit plan is primary, MetLife will pay the full amount of benefits that would normally be available under the plan. If the MetLife dental benefit plan is secondary, most coordination of benefits provisions require MetLife to determine benefits after benefits have been determined under the primary plan. The amount of benefits payable by MetLife may be reduced due to the benefits paid under the primary plan.

**Do I need an ID card?** No, you do not need to present an ID card to confirm that you're eligible. You should notify your dentist that you participate in MetLife's PDP. Your dentist can easily verify information about your coverage through a toll-free automated Computer Voice Response system.

**Do my dependents have to visit the same dentist that I select?** No, you and your dependents each have the freedom to choose any dentist.

**If I do not enroll during my initial enrollment period can I still purchase Dental Insurance at a later date?** Yes, employees who do not elect coverage during their 31-day application period may still elect coverage later. Dental coverage would be subject to the following waiting periods.

- No waiting period on Preventive Services
- 24 months on Major Services
- 6 months on Basic Restorative (Fillings)
- 24 months on Orthodontia Services (if applicable)
- 12 months on all other Basic Services



Metropolitan Life Insurance Company, New York, NY  
 Small Market Administration  
 P.O. Box 14593, Lexington, KY 40512-4593  
 Fax: 1-888-505-7446

**ENROLLMENT FORM FOR GROUP INSURANCE**  
**SECTION TO BE COMPLETED BY EMPLOYEE (PLEASE PRINT)**

Name of Employee Last First Middle			Social Security No.	Date of Birth (Mo./Day/Yr.)	<input type="checkbox"/> Male <input type="checkbox"/> Female
Employee's Address Street			City State Zip Code	Marital Status:	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced
Employee's E-mail Address			Phone No. (include area code)		
Name of Employer <b>New Albany - Plain Local School District</b>			Customer Number 5762479	Division	Class Dept Code
Employer's Street Address 55 North High Street		City New Albany	State OH	Zip Code 43054	Employee's Work Location
Date of Hire (Mo./Day/Yr.)	<input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time	Employee's Occupation		Coverage Effective Date (Mo./Day/Yr.)	
Work Status: <input type="checkbox"/> New Hire <input type="checkbox"/> Active <input type="checkbox"/> Retired <input type="checkbox"/> Disabled <input type="checkbox"/> Rehire <input type="checkbox"/> On Layoff/Leave of Absence		Hours Worked Per Week	<input type="checkbox"/> Hourly Paid <input type="checkbox"/> Annual <input type="checkbox"/> Monthly		Salary \$
<input type="checkbox"/> Original COBRA Effective Date (Mo./Day/Yr.) _____					
Reason for Enrollment: <input type="checkbox"/> New Coverage <input type="checkbox"/> New Hire/First Time Eligible <input type="checkbox"/> Late Enrollee (Statement of Health Required) <input type="checkbox"/> Change in Coverage Amount Requested <input type="checkbox"/> Change in Enrollment Other Than Coverage Amount <input type="checkbox"/> Family Status Change (not applicable to new enrollments) Date (Mo./Day/Yr.) _____					
<b>COVERAGE REQUEST DATA:</b> I have received and read a copy of my employer's current announcement of the group plan. I want to be covered under the group plan for the benefits for which I am or may become eligible, requested below. <b>I request the following coverage:</b> <b>Employee Coverage</b> <input type="checkbox"/> Dental <b>Dependent Spouse Coverage (Note: Dependent coverage is provided under the same plan the employee has chosen.)</b> <input type="checkbox"/> Dental <b>Dependent Child Coverage (Note: Dependent coverage is provided under the same plan the employee has chosen.)</b> <input type="checkbox"/> Dental <input type="checkbox"/> I wish to <b>DECLINE</b> any coverage not checked above for which I may be eligible. For Life, LTD and/or STD coverage, I understand that I will be required to submit evidence of my and/or my dependents' good health satisfactory to MetLife if I request this coverage after my initial period for enrollment has expired. For Dental and/or Dependent Dental coverage, a waiting period may be required before I can enroll. If I request Voluntary Short Term Disability after my initial enrollment period, I understand that I can become covered for no more than \$100 of Weekly Benefit by enrolling during the next enrollment period. Reason for declining employee and/or dependent coverage (i.e. benefits elsewhere, cost, other): _____					

**If applying for Dependent coverage (Spouse or Child), complete the following:**

Number of dependents (including spouse) _____			
Name of Spouse (Last, First, MI)	Date of Birth	Sex (M/F)	
_____	_____	_____	
Name(s) of Child(ren) (Last, First, MI)	Date of Birth	Sex (M/F)	Is child a full-time student?
_____	_____	_____	<input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> Yes
_____	_____	_____	<input type="checkbox"/> Yes

GEF02-1  
ADM

**DECLARATION SECTION**

Each person signing below **declares** that all the information given in this enrollment form, including any medical questions, is true and complete to the best of his/her knowledge and belief. Each person understands that this information will be used by MetLife to determine his or her insurability.

The employee **declares** that he or she is actively at work on the date of this enrollment form and, for purposes of any contributory life insurance, that he or she was actively at work for at least 20 hours during the 7 calendar days preceding the date of enrollment. In addition if the employee is not actively at work on the scheduled Effective Date of contributory life insurance, such insurance will not take effect until the employee returns to active work.

On the date dependent insurance for a person is scheduled to take effect, the dependent must not be confined at home under a physician's care, receiving or applying for disability benefits from any source, or Hospitalized. If the dependent does not meet this requirement on such date, the insurance will take effect on the date the dependent is no longer confined, receiving or applying for disability benefits from any source, or Hospitalized.

**For the Accelerated Benefits Option**

Life Insurance may include an Accelerated Benefits Option under which a terminally ill insured can accelerate a portion of his or her life insurance amount. Receipt of accelerated benefits may affect eligibility for public assistance and an interest and expense charge may be deducted from the accelerated payment.

**For Changes Requested After Initial Enrollment Period Expires**

I **understand** that if life or disability coverage is not elected, or if the maximum coverage is not elected, evidence of insurability satisfactory to MetLife may be required to elect or increase such coverage after the initial enrollment period has expired. Coverage will not take effect, or it will be limited, until notice is received that MetLife has approved the coverage or increase. I also **understand** that if dental coverage is not elected, a waiting period may be required before I can enroll for such coverage after the initial enrollment period has expired.

**For Payroll Deduction Authorization By the Employee**

I **authorize** my employer to deduct the required contributions from my pay for the coverage requested in this enrollment form. This authorization applies to such coverage until I rescind it in writing.

**Fraud Warning:**

If you reside in or are applying for insurance under a policy issued in one of the following states, please read the applicable warning.

**New York** [only applies to Accident and Health Benefits (AD&D/Disability/Dental)]: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Florida:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



## Privacy Notice

If you submit a request for insurance (enrollment form) we will evaluate it. We will review the information you give to us and we may confirm it or add to it in the ways explained below.

This Privacy Notice is given to you on behalf of Metropolitan Life Insurance Company.

Please read this Privacy Notice carefully. It describes in broad terms how we learn about you and how we treat the information we get about you. (If anyone else is to be insured under the coverage you've requested, what we say here also applies to information about him or her.) We are required by law to give you this notice.

**Why We Need Information:** We need to know about you (and anyone else to be insured) so that we can provide the insurance and other products and services you've requested. We may also need it to administer your business with us, evaluate claims, process transactions and run our business. And we need information from you and others to help us verify identities in order to help prevent money laundering and terrorism.

What we need to know includes address, age and other basic information. We may also need more information. This may include information about finances, employment, health, hobbies or business conducted with us, with other MetLife companies (our "affiliates") or with other companies. Our affiliates currently include life, car and home insurers, securities firms, broker-dealers, a bank, a legal plans company and financial advisors.

**How We Get Information:** What we know about you (and anyone else to be insured) we get mostly from you. But we may also have to find out more from other sources to make sure that what we know is correct and complete. Those sources may include adult relatives, employers, consumer reporting agencies, health care providers and others. Some sources may give us reports and may disclose what they know to others. We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Work and work history
- Driving record
- Hobbies and dangerous activities
- Finances

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB Group, Inc. ("MIB"). It is a non-profit association of life insurance companies. We and our reinsurers may give MIB health or other information about you. If you apply for life or health coverage from another member of MIB, or claim benefits from another member company, MIB will give that company any information that it has about you. If you contact MIB, it will tell you what it knows about you. You have the right to ask MIB to correct its information about you. You may do so by writing to MIB, Inc., P.O. Box 105, Essex Station, Boston, MA 02112, by calling MIB at (866) 692-6901 (TTY (866) 346-3642 for the hearing impaired), or by contacting MIB at [www.mib.com](http://www.mib.com).

**How We Protect Information:** Because you entrust us with your personal information, we treat what we know about you confidentially. Our employees are told to take care in handling your information. They may get information about you only when there is a good reason to do so. We also take steps to make our computer databases secure and to safeguard the information we have.

**How We Use and Disclose Information:** We may use what we know to help us serve you better. We may use it, and disclose it to our affiliates and others, for any purpose allowed by law. Generally, we will disclose only the information we consider reasonably necessary to disclose. For instance, we may use your information, and disclose it to others, in order to:

- Help us evaluate your request for a product or service
- Help us process claims and other transactions
- Confirm or correct what we know about you
- Help us prevent fraud, money laundering, terrorism and other crimes by verifying what we know about you
- Help us comply with the law
- Help us run our business
- Process information for us
- Perform research for us
- Audit our business

When we disclose information to others to perform business services for us, they are required to take appropriate steps to protect this information. And they may use the information only for the purposes of performing those business services. Other reasons we may disclose what we know about you include:

- Doing what a court or government agency requires us to do; for example, complying with a search warrant or subpoena;
- Telling another company what we know about you, if we are or may be selling all or any part of our business or merging with another company;
- Giving information to the government so that it can decide whether you may get benefits that it will have to pay for;
- Telling a group customer about its members' claims or cooperating in a group customer's audit of our service;
- Telling your health care provider about a medical problem that you have but may not be aware of;
- Giving your information to a peer review organization if you have health insurance with us; and
- Giving your information to someone who has a legal interest in your insurance, such as someone who lent you money and holds a lien on your insurance or benefits.

How we use and disclose information depends on the products and services you have with us or are covered under. It also depends on laws that apply to those products and services. Unless restricted by law or by agreement, we may use what we know about you to offer you our other products and services. We may share your information with other companies to help us. Here are our other rules on using your information to market products and services:

- We will not share information about you with any of our affiliates for use in marketing its products to you, unless we first notify you. You will then have an opportunity to tell us not to share your information by "opting out."
- Before we share what we know about you with another financial services company to offer you products or services through a joint marketing arrangement, we will let you "opt-out."
- We will not disclose information to unaffiliated companies for use in selling their products to you, except through such joint marketing arrangements.
- We will not share your health information with any other company, even one of our affiliates, to permit it to market its products and services to you.

**How You Can See and Correct Your Information:** Generally, we will let you review what we know about you if you ask us in writing. (Because of its legal sensitivity, we will not show you anything that we learned in connection with a claim or lawsuit.) In some circumstances we may disclose what we know about your health through your health care provider. If you tell us that what we know about you is incorrect, we will review it. If we agree with you, we will correct our records. If we do not agree with you, you may tell us in writing, and we will include your statement if we give this information to anyone outside MetLife.

**You Can Get Other Material from Us:** In addition to any other privacy notice we may give you, we must give you a summary of our privacy policy once each year. You may have other rights under the law. If you want to know more about our privacy policy, please visit our website, [www.metlife.com](http://www.metlife.com), or write to Metropolitan Life Insurance Company, c/o MetLife Privacy Office - Inst, P.O. Box 489, Warwick, RI 02887-9954. When writing to us, please identify the specific product or service you have with us.

APPENDIX I

VISION BENEFITS



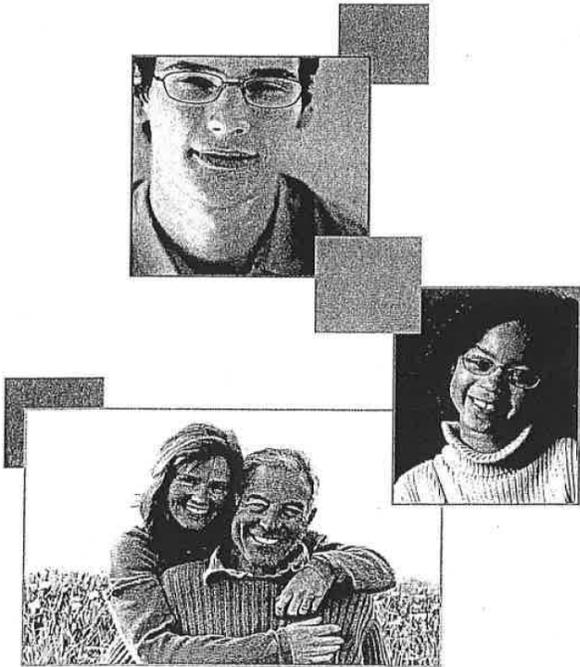
## Focusing on Eye Wellness

The importance of good vision care is clear to see. EyeMed Vision Care makes vision wellness a simple, affordable part of your overall health routine with easy, convenient access to a large network of private practice and optical providers nationwide.

### Your eyes are a window to your health.

Quality vision care is important to everyone in your family. Annual eye exams can detect vision problems such as cataracts, reduced vision from nearsightedness, farsightedness and astigmatism; glaucoma and macular degeneration; as well as undiagnosed health problems like high blood pressure and diabetes.

In addition to better overall health, EyeMed Vision Care offers many other benefits, such as substantial savings on frames, lenses, and contact lenses. And with no claim forms for in-network services, EyeMed has simplified the process to encourage everyone to take advantage of this benefit to achieve better health.



### Enroll today.

Using your EyeMed benefit is easier than ever. Our entire network of optical retailers and many of our independent providers are open during evenings and weekends to accommodate busy lifestyles. And Customer Service Representatives are available seven days a week to answer questions.

With a wide choice of products and providers, great accessibility and a simpler way of doing business, EyeMed makes it easy to achieve better health through vision wellness.

**Ask your employer today about signing up for EyeMed Vision Care.**

LENSCRAFTERS

**SEARS**  
Optical

 OPTICAL

*PEARLE VISION*

It's all inside.  
**JCPenney** optical

  
PRIVATE PRACTITIONERS



## Use your benefit and see great savings

### Cost for glasses with standard single-vision lenses

	With EyeMed	Without Vision Coverage**
Step 1: Get an Eye Exam	\$15	\$88
Step 2: Pick a Frame (allowance \$130)	\$0	\$100
Selected a \$170 frame (20% discount)	\$32	\$70
Step 3: Pick a Lens	\$15	\$75
Upgraded to Std. Polycarbonate	\$40	\$62
Added Tint	\$15	\$25
Step 4: Total Cost	\$117	\$420

See the Savings \$303, or a 72% savings

### Cost for glasses with standard progressive lenses

	With EyeMed	Without Vision Coverage**
Step 1: Get an Eye Exam	\$15	\$88
Step 2: Pick a Frame (allowance \$130)	\$0	\$100
Selected a \$170 frame (20% discount)	\$32	\$70
Step 3: Pick a Lens	\$80	\$194
Upgraded to Std. Polycarbonate	\$40	\$62
Added Tint	\$15	\$25
Step 4: Total Cost	\$182	\$539

See the Savings \$357, or a 66% savings

### Cost for disposable contact lenses

	With EyeMed	Without Vision Coverage**
Step 1: Get an Eye Exam	\$15	\$88
Fit and Follow-Up	\$40	\$74
Step 2: Purchase Contact Lenses	\$200	\$200
Allowance	\$130	\$0
Step 3: Total Cost	\$125	\$362

See the Savings \$237, or a 65% savings

\*\*Based on industry averages. Retail prices and costs will vary by market and provider type. Premiums not included.

Visit [EyeMedVisionCare.com](http://EyeMedVisionCare.com) to learn more.

LENSCRAFTERS' **PEARLE VISION** **Sears** Optical **OPTICAL** JCPenney Optical **Private Practitioners**

**EyeMed**  
VISION CARE.

Benefits are not provided for services or materials arising from: Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; Medical and/or surgical treatment of the eye, eyes or supporting structures; Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear; Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Plano (non-prescription) lenses and/or contact lenses; Non-prescription sunglasses; Two pair of glasses in lieu of bifocals; Services or materials provided by any other group benefit plan providing vision care; Certain brand name Vision Materials in which the manufacturer imposes a no-discount policy; or Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive Lens not covered - fund as a Bifocal Lens. Standard Progressive Lens covered - fund Premium Progressive as a Standard.

Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. This is a snapshot of your benefits. The Certificate of Insurance is on file with your employer.

## New Albany-Plain Local Schools

Vision Care Services	In-Network Member Cost	Out-of-Network Reimbursement
Frames	\$0 Copay; \$130 allowance; 20% off retail price over \$130	Up to \$65
<b>Standard Plastic Lenses</b>		
Single Vision	\$15 Copay	Up to \$25
Bifocal	\$15 Copay	Up to \$40
Trifocal	\$15 Copay	Up to \$60
Standard Progressive Lens	\$80	Up to \$40
Premium Progressive	\$80, 80% of charge less \$120 Allowance	Up to \$40
Lenticular	\$15 Copay	Up to \$60
<b>Lens Options (paid by the member and added to the base price of the lens)</b>		
UV Treatment	\$15	N/A
Tint (Solid and Gradient)	\$15	N/A
Standard Plastic Scratch Coating	\$15	N/A
Standard Polycarbonate	\$40	N/A
Standard Polycarbonate - Kids under 19	\$40	N/A
Standard Anti-Reflective Coating	\$45	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	20% off retail price	N/A
<b>Contact Lenses</b>		
Conventional	\$0 Copay; \$130 allowance; 15% off retail price over \$130	Up to \$104
Disposable	\$0 Copay; \$130 allowance; plus balance over \$130	Up to \$104
Medically Necessary	\$0 Copay, Paid in Full	Up to \$200
<b>Laser Vision Correction</b>		
Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
<b>Additional Pairs Discount</b>	Members also receive a 40% discount off complete pair eyeglass purchase and 15% discount off conventional contact lenses once the funded benefit has been used.	N/A
<b>Frequency</b>		
Lenses or Contact Lenses	Once every 12 months	
Frame	Once every 12 months	

### Want to learn more?

- For a complete list of providers near you, use our Provider Locator on [www.eyemedvisioncare.com](http://www.eyemedvisioncare.com) and choose the SELECT network or call 1-866-299-1358.
- For Lasik providers, call 1-877-5LASER6.

### Additional Discounts and Features:

- 40% off additional eyewear purchases.
- 20% off non-prescription sunglasses.
- 20% off remaining balance beyond plan coverage.
- Laser vision correction - 15% off the retail price or 5% off the promotional price for LASIK or PRK procedures.

## Low Plan Materials Only

## Save on eye exams, eyeglasses, contact lenses and time.

Because vision care should be simple.



Everyone needs proper vision care. But you've got a job to do and a life to live. That's why at EyeMed Vision Care, we design our benefits to fit the way you live, work and play.

### Balancing eye health and vision wellness with overall health care.

- Besides measuring your vision, regular eye exams can help identify early signs of serious health conditions like diabetes, heart disease and high blood pressure.

### See well, look great and save!

- Enjoy the freedom to choose from top brand-name frames that fit your lifestyle.
- Select the latest in contact lens technology.
- Receive value above and beyond the benefit, including unlimited 40 percent off additional complete pairs of eyewear. You never have to pay full price for eyewear needs.

### It's vision care, on your terms.

- Find the eye care professional that's right for you, with access to thousands of independent eye doctors and top optical retailers across the country.
- Schedule appointment times that fit your schedule; weekdays, plus evenings and weekends.
- Find answers when you need them—our customer care agents are available seven days a week to assist you.

Visit [EyeMedVisionCare.com](http://EyeMedVisionCare.com) to learn more and to find an eye doctor near you.

**EyeMed**  
VISION CARE

LENSCRAFTERS' *PEARLE VISION* *Sears* OPTICAL JCPenney Optical Private Practitioners

Benefits are not provided for services or materials arising from: Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; Medical and/or surgical treatment of the eye, eyes or supporting structures; Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear; Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Plano (non-prescription) lenses and/or contact lenses; Non-prescription sunglasses; Two pair of glasses in lieu of bifocals; Services or materials provided by any other group benefit plan providing vision care; Certain brand name Vision Materials in which the manufacturer imposes a no-discount policy; or Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive Lens not covered - fund as a Bifocal Lens. Standard Progressive Lens covered - fund Premium Progressive as a Standard.

Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. This is a snapshot of your benefits. The Certificate of Insurance is on file with your employer.



## Enrollment/Change Form

Please print and complete all sections.  
See instructions below.

Underwritten by Fidelity Security Life Insurance Company of  
Kansas City, Missouri

<b>EMPLOYER INFORMATION: To be Completed by Employer</b>						
Group Number 9860743	Employer Name New Albany-Plain Local Schools		Benefit Level 2 - LOW	S - \$ 4.71 F - \$12.00	Effective Date	
<b>EMPLOYEE INFORMATION A: Add (enroll) T: Terminate C: Change (change of name, address or phone)</b>						
<input type="checkbox"/> ADD <input type="checkbox"/> TERM <input type="checkbox"/> CHG	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (Employee or subscriber)	First Name	M.I.	Date of Birth	
Social Security Number	Home Street Address		City/State/Zip		Home Phone ( )	
<b>FAMILY INFORMATION (Only those eligible may be enrolled.) A: Add (enroll) T: Terminate C: Change (change of name)</b>						
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (spouse)	First Name	M.I.	Date of Birth	Social Security Number
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (dependent)	First Name	M.I.	Date of Birth	Social Security Number
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (dependent)	First Name	M.I.	Date of Birth	Social Security Number
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (dependent)	First Name	M.I.	Date of Birth	Social Security Number
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (dependent)	First Name	M.I.	Date of Birth	Social Security Number
Employee Signature: _____ Date: _____						

### Instructions:

**Employer name:** Legal name of the employer.  
**Group Number:** Provided by EyeMed or EyeMed representative.  
**Location code:** Optional field for employers to track multiple locations.  
**Effective date:** Date set by employer in accordance with EyeMed proposal. Employer also sets effective date for new adds during contract period.

**Family Information:** List only eligible family members who are enrolling.  
 Dependent eligibility is the same as employer's health plan.  
**(A) Add:** Open (group) enrollment or new (individual) enrollment during the contract period.  
**(T) Terminate:** To terminate enrollment.  
**(C) Change:** A change of name, employee address or employee phone.

Once you elect EyeMed vision coverage, you cannot cancel for a 12-month period based upon your enrollment date.  
 Deductions are adjusted according to payroll frequency.



## New Albany-Plain Local School

Vision Care Services	In-Network Member Cost	Out-of-Network Reimbursement
Exam With Dilation as Necessary	\$15 Copay	Up to \$30
<b>Contact Lens Fit and Follow-Up</b> (Contact lens fit and two follow up visits are available once a comprehensive eye exam has been completed)		
Standard Contact Lens Fit & Follow-Up	Up to \$40	N/A
Premium Contact Lens Fit & Follow-Up	10% off retail	N/A
<b>Retinal Imaging</b>	Up to \$39	N/A
<b>Frames</b>	\$0 Copay; \$130 allowance; 80% of charge over \$130	Up to \$65
<b>Standard Plastic Lenses</b>		
Single Vision	\$15 Copay	Up to \$25
Bifocal	\$15 Copay	Up to \$40
Trifocal	\$15 Copay	Up to \$60
Standard Progressive Lens	\$80	Up to \$40
Premium Progressive	\$80, 80% of charge less \$120 Allowance	Up to \$40
Lenticular	\$15 Copay	Up to \$60
<b>Lens Options</b> (paid by the member and added to the base price of the lens)		
UV Treatment	\$15	N/A
Tint (Solid and Gradient)	\$15	N/A
Standard Plastic Scratch Coating	\$15	N/A
Standard Polycarbonate	\$40	N/A
Standard Polycarbonate - Kids under 19	\$40	N/A
Standard Anti-Reflective Coating	\$45	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	20% off retail price	N/A
<b>Contact Lenses</b>		
Conventional	\$0 Copay; \$130 allowance; 15% off retail price over \$130	Up to \$104
Disposable	\$0 Copay; \$130 allowance; plus balance over \$130	Up to \$104
Medically Necessary	\$0 Copay, Paid in Full	Up to \$200
<b>Laser Vision Correction</b>		
Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
<b>Frequency</b>		
Examination	Once every 12 months	
Lenses or Contact Lenses	Once every 12 months	
Frame	Once every 12 months	

### Want to learn more?

- For a complete list of providers near you, use our Provider Locator on [www.eyemedvisioncare.com](http://www.eyemedvisioncare.com) and choose the SELECT network or call 1-866-299-1358.
- For Lasik providers, call 1-877-5LASER6.

### Additional Discounts and Features:

- 40% off additional eyewear purchases.
- 20% off non-prescription sunglasses.
- 20% off remaining balance beyond plan coverage.
- Laser vision correction - 15% off the retail price or 5% off the promotional price for LASIK or PRK procedures.

## High Plan Exam and Materials



## Use your benefit and see great savings

### Cost for glasses with standard single-vision lenses

	With EyeMed	Without Vision Coverage**
Step 1: Get an Eye Exam	\$15	\$88
Step 2: Pick a Frame (allowance \$130)	\$0	\$100
Selected a \$170 frame (20% discount)	\$32	\$70
Step 3: Pick a Lens	\$15	\$75
Upgraded to Std. Polycarbonate	\$40	\$62
Added Tint	\$15	\$25
Step 4: Total Cost	\$117	\$420

See the Savings \$303, or a 72% savings

### Cost for glasses with standard progressive lenses

	With EyeMed	Without Vision Coverage**
Step 1: Get an Eye Exam	\$15	\$88
Step 2: Pick a Frame (allowance \$130)	\$0	\$100
Selected a \$170 frame (20% discount)	\$32	\$70
Step 3: Pick a Lens	\$80	\$194
Upgraded to Std. Polycarbonate	\$40	\$62
Added Tint	\$15	\$25
Step 4: Total Cost	\$182	\$539

See the Savings \$357, or a 66% savings

### Cost for disposable contact lenses

	With EyeMed	Without Vision Coverage**
Step 1: Get an Eye Exam	\$15	\$88
Fit and Follow-Up	\$40	\$74
Step 2: Purchase Contact Lenses	\$200	\$200
Allowance	\$130	\$0
Step 3: Total Cost	\$125	\$362

See the Savings \$237, or a 65% savings

\*\*Based on industry averages. Retail prices and costs will vary by market and provider type. Premiums not included.

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LENSCRAFTERS **PEARLE VISION** **Sears** **OPTICAL** JCPenney. Optical **Private Practitioners**

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Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive Lens not covered - fund as a Bifocal Lens. Standard Progressive Lens covered - fund Premium Progressive as a Standard.

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Please print and complete all sections.  
See instructions below.

Underwritten by Fidelity Security Life Insurance Company of  
Kansas City, Missouri

<b>EMPLOYER INFORMATION: To be Completed by Employer</b>						
Group Number <b>9860743</b>	Employer Name <b>New Albany-Plain Local Schools</b>		Benefit Level <b>3 - High</b>	S - \$ 5.97 F - \$15.23	Effective Date	
<b>EMPLOYEE INFORMATION A: Add (enroll) T: Terminate C: Change (change of name, address or phone)</b>						
<input type="checkbox"/> ADD <input type="checkbox"/> TERM <input type="checkbox"/> CHG	Sex <input type="checkbox"/> M <input type="checkbox"/> F		Last Name (Employee or subscriber)	First Name	M.I.	Date of Birth
Social Security Number	Home Street Address		City/State/Zip		Home Phone ( )	
<b>FAMILY INFORMATION (Only those eligible may be enrolled.) A: Add (enroll) T: Terminate C: Change (change of name)</b>						
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (spouse)	First Name	M.I.	Date of Birth	Social Security Number
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (dependent)	First Name	M.I.	Date of Birth	Social Security Number
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (dependent)	First Name	M.I.	Date of Birth	Social Security Number
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (dependent)	First Name	M.I.	Date of Birth	Social Security Number
<input type="checkbox"/> A <input type="checkbox"/> T <input type="checkbox"/> C	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Last Name (dependent)	First Name	M.I.	Date of Birth	Social Security Number
Employee Signature: _____ Date: _____						

### Instructions:

**Employer name:** Legal name of the employer.  
**Group Number:** Provided by EyeMed or EyeMed representative.  
**Location code:** Optional field for employers to track multiple locations.  
**Effective date:** Date set by employer in accordance with EyeMed proposal. Employer also sets effective date for new adds during contract period.

**Family Information:** List only eligible family members who are enrolling.  
 Dependent eligibility is the same as employer's health plan.  
**(A) Add:** Open (group) enrollment or new (individual) enrollment during the contract period.  
**(T) Terminate:** To terminate enrollment.  
**(C) Change:** A change of name, employee address or employee phone.

Once you elect EyeMed vision coverage, you cannot cancel for a 12-month period based upon your enrollment date. Deductions are adjusted according to payroll frequency.

APPENDIX J

**2014-2015 TEACHERS' SALARY INDEX**

Step	BA	BA+20	MA	MA+15	MA+30	MA+45
0	1.00000	1.06000	1.13900	1.16600	1.19300	1.22000
1	1.04000	1.10400	1.18800	1.21750	1.24700	1.27400
2	1.08000	1.14800	1.23700	1.26900	1.30100	1.32800
3	1.12000	1.19200	1.28600	1.32050	1.35500	1.38200
4	1.16000	1.23600	1.33500	1.37200	1.40900	1.43600
5	1.20000	1.28000	1.39000	1.42950	1.46900	1.49600
6	1.24000	1.32400	1.43900	1.48100	1.52300	1.55000
7	1.28000	1.36800	1.48800	1.53250	1.57700	1.60400
8	1.32000	1.41200	1.53700	1.58400	1.63100	1.65800
9	1.36000	1.45600	1.58600	1.63550	1.68500	1.71200
10	1.40000	1.50000	1.64100	1.69300	1.74500	1.77200
11	1.44000	1.54400	1.69000	1.74450	1.79900	1.82600
12	1.48000	1.58800	1.73900	1.79600	1.85300	1.88000
13	1.52000	1.63200	1.78800	1.84750	1.90700	1.93400
14	1.56000	1.67600	1.83700	1.89900	1.96100	1.98800
15	1.60000	1.72000	1.89200	1.95650	2.02100	2.04800
16	1.64000	1.76400	1.94100	2.00800	2.07500	2.10200
17	1.64000	1.76400	1.94100	2.00800	2.07500	2.10200
18	1.64000	1.76400	1.94100	2.00800	2.07500	2.10200
19	1.64000	1.76400	1.94100	2.00800	2.07500	2.10200
20	1.68000	1.80800	1.99600	2.06550	2.13500	2.16200
21	1.68000	1.80800	1.99600	2.06550	2.13500	2.16200
22	1.68000	1.80800	1.99600	2.06550	2.13500	2.16200
23	1.68000	1.80800	1.99600	2.06550	2.13500	2.16200
24	1.68000	1.80800	1.99600	2.06550	2.13500	2.16200
25	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
26	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
27	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
28	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
29	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
30	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
31	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
32	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
33	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
34	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200
35	1.72000	1.85200	2.05100	2.12350	2.19500	2.22200

APPENDIX K

2014-2015 TEACHERS' SALARY SCHEDULE

Step	BA	BA+20	MA	MA+15	MA+30	MA+45
0	42,450	44,997	48,351	49,497	50,643	51,789
1	44,148	46,865	50,431	51,683	52,936	54,082
2	45,846	48,733	52,511	53,870	55,228	56,374
3	47,544	50,601	54,591	56,056	57,520	58,666
4	49,242	52,469	56,671	58,242	59,813	60,959
5	50,940	54,336	59,006	60,683	62,360	63,506
6	52,638	56,204	61,086	62,869	64,652	65,798
7	54,336	58,072	63,166	65,055	66,944	68,090
8	56,034	59,940	65,246	67,241	69,236	70,383
9	57,732	61,808	67,326	69,427	71,529	72,675
10	59,430	63,675	69,661	71,868	74,076	75,222
11	61,128	65,543	71,741	74,055	76,368	77,514
12	62,826	67,411	73,821	76,241	78,660	79,806
13	64,524	69,279	75,901	78,427	80,953	82,099
14	66,222	71,147	77,981	80,613	83,245	84,391
15	67,920	73,014	80,316	83,054	85,792	86,938
16	69,619	74,883	82,396	85,241	88,085	89,231
20	71,317	76,750	84,731	87,681	90,632	91,778
25	73,015	78,618	87,066	90,144	93,179	94,325

**Note: All bargaining unit members not qualifying for a step increase will receive a 1% increase in salary for 2014-2015. See Table below.**

Step	BA	Ba+20	MA	MA+15	MA+30	MA+45
17-19	70,315	75,632	83,220	86,093	88,966	90,123
21-24	72,030	77,518	85,578	88,558	91,538	92,696
26+	73,745	79,404	87,937	91,045	94,111	95,268

Ph.D.: Additional \$500 Stipend

APPENDIX L

Committee Activation Form

1. Purpose (include reference to the specific Strategies Plan goal and objective):

2. Charge (include reference to the product that will be generated):

3. Membership: Chairperson \_\_\_\_\_  
Member \_\_\_\_\_  
Member \_\_\_\_\_  
Member \_\_\_\_\_  
Member \_\_\_\_\_  
Member \_\_\_\_\_

4. Authorization: \_\_\_\_\_ at \_\_\_\_\_ per member.  
Director of Teaching & Learning  
\_\_\_\_\_  
Superintendent Treasurer

5. Monitoring checklist:

Date	Action
_____	Activation form submitted and approved
_____	Work plan submitted
_____	Product rubric submitted
_____	Final product submitted

APPENDIX M

**Educational Options**

TYPE	DEFINITION	RESPONSIBILITY			EVALUATION	TIME REQUIRED
		TEACHER	STUDENT	ADMIN/ GUIDANCE		Per semester
Approved Program of Study Courses with scheduling conflicts	Instruction by certificated faculty for students affected by scheduling conflict not to exceed 5 students	*Teacher approval  *Instruction of the requirements of the course syllabus	*Complete and submit application to guidance office.  *Maintain communication with teacher  *Complete evaluation  *Meet the requirements of the course syllabus	Administration-  *Administrative/Budget approval  Guidance-  *Process student applications.  *Notify Dept. Chairs of student applications	According to course syllabus	Prep, Meetings and Evaluation: Will be determined by the teacher on a case by case basis

TYPE	DEFINITION	RESPONSIBILITY			EVALUATION	TIME REQUIRED
		TEACHER	STUDENT	ADMIN/ GUIDANCE		Per semester
Independent Study	<p>*Activity pursued by an individual pupil under the direction of a certificated member of the school faculty</p> <p>*Maximum of 2 students</p>	<p>*Teacher approval</p> <p>*Review, discuss, and finalize academic plan (with rationale and expectation) with student and submit to guidance</p> <p>*Regularly scheduled collaboration (monitoring) with student</p> <p>*Assist student in defining goals and methods</p> <p>*Design and administer evaluation</p>	<p>*Generate and submit the concept, plan and application for the IS in a timely manner</p> <p>*Responsible for maintaining communication with teacher</p> <p>*Responsible for the work to be completed as planned</p> <p>*Complete evaluation</p> <p>*Meet the criteria of the plan</p>	<p>Administration</p> <p>*Administrative/Budget approval</p> <p>Guidance-</p> <p>*Review and approve academic plan in compliance with state minimum standards</p> <p>*Process student applications.</p> <p>*Notify Dept. Chairs of student applications</p>	Designed specifically to the intended goals as stated in the education plan.	Prep, Meetings and Evaluation : Will be determined by the teacher on a case by case basis

## APPENDIX N

The payroll dates for the 2014-2015 school year are as follows:

September 12, 2014  
September 26, 2014  
October 10, 2014  
October 24, 2014  
November 7, 2014  
November 21, 2014  
December 5, 2014  
December 19, 2014  
January 2, 2015  
January 16, 2015  
January 30, 2015  
February 13, 2015  
February 27, 2015  
March 13, 2015  
March 27, 2015  
April 10, 2015  
April 24, 2015  
May 8, 2015  
May 22, 2015  
June 5, 2015  
June 19, 2015  
July 2, 2015 (Thursday; since Friday is a holiday)  
July 17, 2015  
July 31, 2015  
August 14, 2015  
August 28, 2015

***If a calamity day occurs on a payday, checks will be passed out the next non-calamity business day.***

***\* Any time there is more than 1 day off prior to the pay date, the Direct Deposit Slips will be passed out on the next business day.***

## APPENDIX O

### Credit Recovery

#### (E2020)

Type	Definition	Responsibilities Teacher	Responsibilities Student	Responsibilities Administration	Responsibilities Credit Recovery Coordinator:	Student approval process	Time required
Approved program enrollment for recovery of credit or first time credit under E2020	Academic Credit pursued by a student identified as credit deficient, expulsion or other reason as mutually agreed to by the department chair(s) (relevant to courses being considered), the building administration, and the certificated/ licensed faculty who will do the monitoring.	<p>Department Chair(s): *Approval of student application.</p> <p>Review &amp; selection of courses covered by E2020 [Review and approve that program/course offered are in compliance with state standards as set forth by Ohio Content Standards.]</p> <p>Classroom Teacher: *Approval if student is leaving regular course offerings.</p> <p>Teacher assigned from department Regular systematic monitoring of student progress.</p> <p>Proctor student at end of course assessment in school setting.</p>	<p>*Maintain regularly scheduled communication with teacher as contracted.</p> <p>*Work to complete E2020 course as contracted.</p> <p>*Successfully complete end of course evaluation</p> <p>*Meet the criteria of the individual student contract.</p>	<p>Administration: *Oversee the administration of the program/ budget approval.</p> <p>Review &amp; selection of courses covered by E2020 [Review and approve that program/course offered is in compliance with state standards as set forth by Ohio Content Standards.]</p>	<p>* Process student application. (See attachment "A")</p> <p>*Notify Dept Chair or program coordinator of student application.</p> <p>*Student responsibility contract developed for each student. Signed copies shall be provided to all listed responsible parties.</p>	<p>Consideration of student's application will be specified through approved IAT plan, 504 plan or academic counselor's plan for general education students (see Appendix R).</p> <p>Students identified with special needs will be considered through the IEP team</p>	<p>Courses taken during the school year must be completed within the school calendar.</p> <p>Courses taken during the summer must be completed during the summer.</p> <p>Request for extension will be evaluated by assigned teacher, dept. chair(s), and</p> <p>IAT for at risk students; Counselors for 504 students; IEP Team for students with identified special needs on a case by case basis</p> <p>Meeting schedules and evaluations will be determined on a case by case basis.</p>

APPENDIX P

Student Credit Recovery Application Form

Student \_\_\_\_\_ Grade \_\_\_\_\_ Date \_\_\_\_\_

Requested by \_\_\_\_\_

Course(s) Requested: \_\_\_\_\_

Reason(s) to Apply for E2020:

- Credit Deficient
Intervention/Skill Building
Mid-Year Transfer Student
Required Course Schedule Conflict
Behavior
IAT Recommendation
504 Team Recommendations
IEP Team Recommendations
Other

Supporting Documents:

(please attach all that apply)

- IAT/504 Plan
IEP
Transcript
Schedule
Discipline records
Behavior Support Plan
Attendance Records
Letter from licensed professional
Other

Instruction Setting

- Monitoring Assignment (school calendar)
Home Instruction
Summer Coursework
Other

Rationale: \_\_\_\_\_

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

Approval section with checkboxes for Approve/Deny and signature lines for Classroom teacher, Assigned teacher, Department Chair, Credit Recovery Coordinator, and Administrator.

APPENDIX Q

**Student Credit Recovery Contract**

Student's Name: \_\_\_\_\_ Current Grade: \_\_\_\_\_ School Year: \_\_\_\_\_

Current IEP       Current 504      Date of Enrollment: \_\_\_\_\_  
 Currently Enrolled in E2020       New Enrollment

---

**Reason For Credit Recovery:**  Credit Recoupment  Scheduling Conflict  Home Instruction Support  
 Other: \_\_\_\_\_

Course: \_\_\_\_\_

*Brief Description:*

**Credit Recovery Staffing:**

**Teacher Monitor:** \_\_\_\_\_ **Aide Monitor:** \_\_\_\_\_

Student will complete class:  During school day  Outside school day  Summer School

Suggested Plan for Course Completion: \_\_\_\_\_

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

**Teacher Contact hours, beyond contract day, approved up to \_\_\_\_\_ hours**

**Department Chair Approval**       **Signature:** \_\_\_\_\_

**Classroom teacher approval (if applicable) Signature:** \_\_\_\_\_

**Teacher Monitor Signature:** \_\_\_\_\_

**Aide Monitor Signature (where applicable):** \_\_\_\_\_

**Credit Recovery Coordinator signature:** \_\_\_\_\_

**Student Academic Contract for success:**

Start date agreed to: \_\_\_\_\_

Student signature: \_\_\_\_\_

Personal goals for success:

Student Reflection on course experience:

Course Completed:  Date: \_\_\_\_\_ Staff Notified (date) \_\_\_\_\_ Student Notified (date) \_\_\_\_\_

APPENDIX R-1

**Credit Flexibility: Educational Option Final Presentation Evaluation Panel Rubric**

	<b>4/Exemplary</b>	<b>3/Proficient</b>	<b>2/Basic</b>	<b>1/Unsatisfactory</b>	<b>0</b>
<b>Subject Knowledge</b>	Demonstrates mastery of the course material; learning is overwhelmingly evident. Clearly defines the topic and/or core questions and significance. Provides evidence of extensive and valid research from multiple and varied credible sources. Skillfully develops unique insights based on key findings and points related to core questions.	Demonstrates proficiency in the course material; learning is clearly evident. Clearly defines the topic and/or core questions. Provides evidence of wide-ranging and valid research from multiple and varied credible sources. Skillfully develops insights based on key findings and points related to core questions.	Demonstrates sound knowledge of the course material; learning is evident. Defines the topic and/or core questions. Provides evidence of valid research from multiple and varied credible sources. Develops insights based on key findings and points related to core questions.	Demonstrates little knowledge of the course material; learning is not clearly evident. Does not clearly define the topic and/or core questions. Presentation does not clearly address the core question. Provides little or unconvincing evidence of valid research from multiple and varied credible sources. Lacks insights based on key findings and points related to core questions.	Demonstrates little to no knowledge of the course material; learning is not evident. Topic and/or core questions are unclear. Presentation does not address the core question. Provides no evidence of valid research. Lacks insights based on key findings and points related to core questions.
<b>Response to Questions</b>	Addresses each question knowledgeably, coherently, and with confidence in knowledge gained. Strongly clarifies and defends positions with relevant evidence.	Addresses the majority of questions knowledgeably, coherently, and with confidence in knowledge gained. Clarifies and defends positions with relevant evidence.	Attempts to answer each question, but lacks knowledge to confidently or coherently answer fully. Mostly clarifies and defends positions with relevant evidence.	Attempts to answer each question, but answers some incoherently, incompletely, or with irrelevant/incorrect information. Mostly clarifies and defends positions with somewhat relevant evidence.	Does not attempt to answer each question or answers them incoherently, incompletely, and with irrelevant/incorrect information. Does not clarify and defend positions with relevant evidence.
<b>Organization and Coherence</b>	Presentation and all materials are logically organized; presentation contains a clear and creative perspective. All main points have supporting details. Stays on topic.	Presentation and all materials are organized; presentation contains a clear perspective; All main points have supporting details. Mostly stays on topic.	Most of presentation and materials are organized; presentation contains a mostly clear perspective. Most main points have supporting details. Strays from topic occasionally.	Presentation and materials are not well organized; presentation does not contain a clear perspective. Most main points have supporting details, but they are not convincing. Strays from topic.	Presentation and materials are not organized; presentation lacks a perspective. Main points are missing supporting details. Strays from topic and lacks conclusion.

<b>Presentation Skills</b>	Speaker's voice is clear and easy to hear, showing strong confidence in knowledge gained. All non-verbal cues including eye contact, poise, and gestures add to the quality of presentation. Presentation is clearly well-rehearsed.	Speaker's voice mostly is clear and easy to hear, showing confidence in knowledge gained. Most non-verbal cues including eye contact, poise, and gestures add to the quality of presentation. Presentation is well-rehearsed.	Speaker's voice is somewhat clear and easy to hear, showing some confidence in knowledge gained. Some non-verbal cues including eye contact, poise, and gestures add to the quality of presentation. Presentation is somewhat well-rehearsed.	Speaker's voice is not clear and/or easy to hear, showing a lack of confidence in knowledge gained. Non-verbal cues including eye contact, poise, and gestures detract from the quality of presentation. Presentation is not well-rehearsed.	Speaker's voice is difficult to hear. All non-verbal cues including eye contact, poise, and gestures show lack of confidence. Presentation seems to have not been rehearsed.
<b>Media Use (If applicable)</b>	Creatively uses a variety of effective visual aids and/or other methods of delivery. Media has no errors and enhances presentation.	Uses a variety of effective visual aids and/or other methods of delivery. Media has no errors and adds to presentation.	Moderately ineffective visual aids and/or other methods of delivery. Media has errors and/or does not add to presentation.	Ineffective visual aids and/or other methods of delivery. Media has numerous errors and/or detracts from presentation.	No visual aids and/or other methods of delivery. Media has overwhelming errors and greatly detracts from presentation.
<b>Goal #1:</b>	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.
<b>Goal #2:</b>	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.
<b>Goal #3:</b>	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.
<b>Goal #4:</b>	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.

Additional goals stated on Credit Flexibility Educational Option Proposal should be added to rubric.

APPENDIX R-2

**New Albany High School**

**Credit Flexibility: Educational Option Evaluation**

**Preparation for panel evaluation:** The space below is for you to create your detailed plan for your required presentation. This plan is intended to guide you and allow your evaluators to anticipate and understand each step of your presentation. Please review the Credit Flexibility: Educational Option Evaluation Rubric as you design your presentation. Presentations should be 10-15 minutes in length with additional time for evaluators to ask questions. Be sure to describe how you achieved the goals of your study. Artifacts produced during the project should be available to the evaluators. These can include but are not limited to research papers, artwork, video, construction, et cetera.

Upon completion of this form, submit it to your Teacher of Record. Your Teacher of Record will contact you to set up a final evaluation of your Credit Flexibility Educational Option course. The evaluation panel may invite your mentor and/or other outside expert to advise in the final evaluation.

Projects must be completed and presentations prepared by September 15, December 15, or May 15.

**New Albany High School Credit Flexibility: Educational Option Evaluation**

Student Name (print):

---

Course Title:

---

Teacher of Record:

---

Date of evaluation: \_\_\_\_\_

**Evaluation Panel Feedback:**

**Final**

**Presentation**

**Grade:**

APPENDIX R-3

**New Albany High School Credit Flexibility: Educational Option**

**Progress Monitoring**

This form should be completed at least monthly to account for your progress toward your course goal and illustrate your preparation for your final presentation. You will use a separate form for your final product/project evaluation and grade determination. Upon completion of this progress monitoring form, return it to your Teacher of Record. The Teacher of Record will contact you to set up your final evaluation. If you had a mentor, include a letter from your mentor documenting your progress.

This form is your specific record of all you do in your course. Each time you work on any aspect of your project, use this space to record your activities. You may include additional attachments as necessary. There should be sufficient documentation for a monthly review of progress by the Teacher of Record. Insufficient documentation could affect your grade and athletic eligibility. All New Albany-Plain Local School District grading policies and guidelines apply.

Student Name (print):

---

Course Title:

---

Projected Course Completion Date:

---

Teacher of Record:

---

Date progress monitoring form submitted:

---

Date	Time Spent	Activity/Benchmark Assessment	Progress towards Goals	Comments	Teacher of Record initials

APPENDIX R-4

**Credit Flexibility: Educational Option Proposal Rubric**

<b>Criteria</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Purpose: experience outside classroom	Missing	Unclear	Similar to current classroom experience	Project stretches classroom experience	Project can only be done outside of classroom experience
Goals: Personal and academic	Missing	Unclear	Option meets personal goals; lacks academic goals	Option meets academic goals; lacks personal goals	Option meets personal and academic goals
Curriculum: Alignment to NAPLSD curriculum if applicable	Missing	30%	65%	80%	100%
Resources: Human and material	Missing	Incomplete	Resources documented	Resources documented and some arrangements made	Resources documented and arrangements made
Plan: Benchmark Assessments	Missing	Does not include quarterly benchmark assessments	Does not include appropriate quarterly benchmark assessments	Includes appropriate quarterly benchmark assessments	Includes clear and appropriate quarterly benchmark assessments
Plan: Assessment relevance to proposed course	Missing	Assessments not relevant to proposed course	Low assessment relevance to proposed course	Adequate assessment relevance to proposed course	High assessment relevance to proposed course
Plan: Demonstration of learning	Missing	Plan minimally addresses demonstration of course content	Plan minimally addresses demonstration of mastery of course content	Plan includes demonstration of mastery of course content	Plan requires clear demonstration of mastery of course content
Plan: Timeline	Missing	Incomplete	Does not include monthly checkpoints	Includes monthly checkpoints	Includes clearly defined monthly checkpoints
Comments					

Proposal must score a minimum of 3 in every applicable category for approval.

APPENDIX R-5

**New Albany Plain Local School District**

**Credit Flexibility**

**Proficiency Option**

1. Each department will develop their own proficiency standards
  - a) Departmental Assessment(s) – Departments must determine essential learnings and develop assessments, based on State of Ohio Academic Content Standards, curriculum and assessment maps, and other department curriculum documents.
  - b) Departments are encouraged to have multiple elements to their exams, including a performance component (e.g. a multiple-choice section and an essay section or a written section and a lab or performance component). Exams may be given in parts.
  - c) Students may be asked to bring a portfolio of artwork, writing, etc., to demonstrate elements of a course not able to be assessed during an exam time.
  - d) Proficiency Exams/Assessments may be generated from questions used throughout the course on other exams.
  - e) Multiple staff members should create each exam (e.g. each department should generate the Proficiency Exam/ Assessment for each subject).
  - f) Department Chairs and other department members should look over each Proficiency Exam/Assessment to ensure consistency.
  - g) Proficiency Exams/Assessments must be prepared and ready to present at the March 2011 Department Chair Meeting.
  - h) Proficiency Exams/Assessments will be finalized by June 3, 2011.
2. Proficiency Examinations will take place several times annually.
  - a) December and June administration of Credit Flexibility Proficiency Examinations will be held during semester examinations.

- b) If there is a summer administration, each subject area will have a scheduled date and time for test administration.
  - c) Staff will be compensated for administering and assessing exams/assessments outside of the teacher contract day/year.
  - d) There will be NO administration of Proficiency Examinations/ Assessments for testing out of courses for the 2010-2011 School Year.
3. Proficiency Option Timelines
- a) Application will be completed by student and submitted to the New Albany High School Guidance Office for departmental review.
  - b) To initiate the process Friday, April 13, 2011 will be the first application deadline and the first administration of Proficiency Exams/Assessments will occur no later than August 2011.
  - c) The application must be completed two months in advance of the test: June 1 for the August administration; October 15 for exam/assessment administration which will occur during first semester exam week; and April 15 for exam/assessment administration which will occur during second semester exam week.
  - d) Once approved, student may withdraw from proficiency option no later than two (2) weeks prior to the scheduled exam date. Any waivers to this will be considered on a case by case basis.
  - e) A letter will be sent home to parents confirming which test(s) their child has requested and the dates and times of the assessment.
4. Students will gain credit for a minimum of 65% on the proficiency exam/assessment, but it is recommended they have 80% to move on to the next course. Students who do not earn at least an 80% will be provided recommendations from the department.
5. Exam/Assessment grading will take place within each department.
- a) Exams/Assessments must be scored in a timely manner. The target time will be five days to grade an exam and publish results.
  - b) The exam/assessment score will be the final grade for the course and will be posted on the student's transcript.
  - c) Credit is awarded as per department guidelines.

- d) Departments will determine which department member will evaluate each assessment.
6. A student may apply to take a Proficiency Exam/Assessment once enrolled in a full year course if they apply by the October deadline. No April applications will be accepted for full year courses which the student is currently enrolled.
    - a) A student may elect, during the drop/add time at the beginning of a course, to drop a course and register for Proficiency Exam/Assessment for that course.
    - b) After failing a course, a student may register for the next round of Proficiency testing for that subject as a means of credit recovery.
  7. A student may not apply to take a Proficiency Exam/Assessment once enrolled in a semester course after the drop/add period.
    - a) A student may elect, during the drop/add time at the beginning of a course, to drop a course and register for Proficiency Exam/Assessment for that course.
    - b) After failing a course, a student may register for the next round of Proficiency testing for that subject as a means of credit recovery.
  8. A student may not retake a Proficiency Exam/Assessment. If a student wishes to replace the grade on the assessment, they must successfully attend the full length of the course and complete all course requirements.
  9. The building and district administration may review exams for appropriate levels of rigor.
  10. The appeal process for issues that arise in the application process and exam/assessment is as follows:
    - a) An appeal should be initiated in writing and submitted to the Building Principal within 10 days of the assessment scoring or application decision.
    - b) The Principal, Department Chair and appropriate department members shall review the appeal. The decision will be shared with appropriate parties and will be documented in writing for the student and parent.

- c) Department Chairs will maintain documentation/recording of the application review process and exams in the event of an appeal.
- d) Appeals that cannot be resolved at the building level may be appealed to the Director of Teaching and Learning. All decisions of the Director of Teaching and Learning are final.

## APPENDIX R-6

### **Educational Options**

1. Students will develop a formal Credit Flexibility Proposal (CFP) and submit it to the High School Guidance Office. The proposal will include the rationale, evidence of planning, timelines, benchmarks and number of credits requested. (See attached tentative template for proposals.)
2. Counselors and Teachers will be available as resources to assist students as they develop proposals.
3. If a student proposes to participate in a mentorship type experience, the student must include a letter from the cooperating mentor confirming this arrangement.
4. If a student proposes to participate in online instruction, district administration will verify that the online provider is accredited, aligned with State of Ohio academic standards, and all online instructors meet Ohio HQT requirements.
5. New Albany-Plain Local School District is not obligated to provide resources for completing coursework. Any NAPLSD resources utilized must have prior approval from administration.
6. April 15, October 15, and June 1 will be the deadlines for submitting CFPs to the New Albany High School Guidance Office. (These dates coincide with the Proficiency Option deadlines.) Guidance Office will send a copy of the proposal to Department Chair and Administrator.
7. Departments will review all proposals and provide recommendations to the building Flexible Credit Team (Building Administrator, Relevant Department Chair, Ad Hoc Flex Credit Committee, relevant staff members). Departments shall meet to discuss and identify a Teacher of Record (TOR) for each proposal.
8. The building Flexible Credit Team will have the responsibility to review the departmental recommendations and approve all CFPs.
9. Credit will be granted for what students learn from their experiences, not just having an experience.
10. The educational option proposal must have prior approval before the learning experience.

11. During the course of the project, students must track and document their monthly progress on the approved progress monitoring form and submit it to the Teacher of Record. There shall be sufficient documentation for a determination of progress by the Teacher of Record.
12. The Teacher of Record and student will meet a minimum of once per month or more if deemed necessary by the TOR or student. This meeting can include district email, district phone, face-to-face, or other approved means of district communication.
13. Students will develop and present a product or products that demonstrate their learning (reflection paper, portfolio, etc.) to a panel of NAHS certificated staff with representation from each relevant department. Outside “experts” may be called upon to advise the panel on the learning evidence presented. Projects must be submitted by September 15, December 15, or May 15.
14. Coordination and oversight of progress on the education option will come from teacher of record with departmental support.
15. Grades will be determined by a building wide rubric.
16. The appeal process for issues that arise in the proposal process and exam/assessment is as follows:
  - a) An appeal should be initiated in writing and submitted to the building Principal within 10 days of the proposal or evaluation decision.
  - b) The building Credit Flex Team shall review the appeal. The decision will be shared with appropriate parties and will be documented in writing for the student and parent.
  - c) Department Chairs will maintain documentation/recording of the proposal review process in the event of an appeal. The Teachers of Record will maintain documentation/recording of the progress monitoring forms submitted by student and evaluations in the event of an appeal.
  - d) Appeals which cannot be resolved at the building level may be appealed to the Director of Teaching and Learning. All decisions of the Director of Teaching and Learning are final.

APPENDIX R-7

New Albany High School Credit Flexibility: Educational Option Proposal

<b>Proposal Deadlines</b>
<u>Date completed proposal due to Guidance</u>
October 15
April 15
June 1

Upon completion of the personal information below, this document needs to be returned to your guidance counselor who will direct it to the appropriate department. If the student plans to participate in a mentorship experience, the student must include a letter from the cooperating mentor confirming this arrangement. Once submitted, the department responsible for awarding credit and the Credit Flexibility Team will evaluate the initial proposal and return the document to the student with approval and/or with appropriate feedback.

There are separate documents for the student to account for his or her progress and illustrate their preparation for the final presentation or the project’s final product. Students will track their progress on the “Progress” form and return according to the timeline detailed on the “Plan” form. There should be sufficient documentation for a quarterly determination of progress by the Teacher of Record. Insufficient documentation could affect student’s grade and athletic eligibility. Students who do not demonstrate significant progress toward their project goal likely will be recommended for removal from the Credit Flexibility Educational Option. All New Albany-Plain Local School District grading policies and guidelines apply.

Student Name (print):

\_\_\_\_\_

Student ID Number: \_\_\_\_\_ Current Grade Level: \_\_\_\_\_

Student Phone: \_\_\_\_\_ Parent/Guardian Phone: \_\_\_\_\_

Student Email Address:

\_\_\_\_\_

Parent/Guardian Email Address:

\_\_\_\_\_

Proposed Course Title:

\_\_\_\_\_

If this proposed course is intended to replace a New Albany High School course, name of New Albany course:

\_\_\_\_\_

Proposed Course Completion Date: \_\_\_\_\_ Proposed Credit Hours: \_\_\_\_\_

- Are you on an IEP, 504, or Intervention Plan? \_\_\_\_ Yes \_\_\_\_ No
  - If yes, which type of plan? \_\_\_\_\_
- Do you receive English as a Second Language services? \_\_\_\_ Yes \_\_\_\_ No
- Are you or do you intend to be an athlete at New Albany High School? \_\_\_\_ Yes \_\_\_\_ No
- Any grade earned on a Credit Flexibility Educational Option will be treated as a permanent grade on a student's transcript. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No
- Choosing this option could impact college administration decisions. You are encouraged to contact any college of interest to get a perspective from an admissions standpoint. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No
- Choosing this option could impact your ability to achieve a proficient score on the Ohio Graduation Test (OGT). New Albany High School academic course content standards are aligned to OGT standards. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No
- Choosing this option could impact your athletic eligibility. During the nine-week grading period preceding athletic participation, you must be passing five (5) equivalencies as defined by the Ohio High School Athletic Association\*. You cannot use this credit flexibility option towards the five (5) required core equivalencies per 9 weeks for OHSAA eligibility. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No
- If this is not a full year course, you may need to meet with your guidance counselor to discuss scheduling options. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No
- 
- *\*How does the Ohio High School Athletic Association (OHSAA) calculate athletic eligibility?*
  - *A year-long course with a value of 1 academic credit = 1 OHSAA equivalency per 9 weeks*
  - *A semester course with a value of ½ academic credit = 1 OHSAA equivalency per 9 weeks*
  - *A semester course with a value of ¼ academic credit = ½ OHSAA equivalency per 9 weeks*
- 

**SIGNATURES**

THIS SPACE IS FOR SCHOOL PERSONNEL USE ONLY

Date received by Guidance: \_\_\_\_\_  
 Proficiency Option Application Approval Date \_\_\_\_\_ or Rejection Date \_\_\_\_\_

\_\_\_\_\_  
 Guidance Counselor Signature Date

\_\_\_\_\_  
 Principal Signature Date

\_\_\_\_\_  
 Teacher of Record Signature Date

\_\_\_\_\_  
 Department Chair Signature (if applicable) Date

\_\_\_\_\_  
 Special Education Coordinator Signature (if applicable) Date

\_\_\_\_\_  
 Athletic Director Signature (if applicable) Date

\_\_\_\_\_  
 ESL Coordinator Signature (if applicable) Date

If this proposed course is intended to replace a New Albany High School course, refer to the NAHS Program of Studies to show alignment to course content on a separate document. The alignment to the curriculum should be submitted with the rest of the application.

Please review the Credit Flexibility: Educational Option Application Rubric prior to submitting your course proposal.

**Proposal:** Compose a proposal for your project. Please feel free to attach additional pages if the space provided is not adequate.

I. Topic of Study:

II. Proposed Course Description:

III. Purpose: Why have you selected the credit flexibility educational option format for this course?

IV. Goals of Study (minimum of two academic and personal goals):

1.

2.

3.

4.

5.

6.

- V. Resources Needed: New Albany-Plain Local School District is not obligated to provide resources for completing coursework. Any NAPLSD resources utilized must have prior approval from administration.
- VI. Project Description: Students will be required to demonstrate their learning to the Teacher of Record and evaluation panel upon completion of the course.
- VII. Plan: The space below is reserved for your specific timeline of how you will proceed throughout your project. Essentially, you are creating a detailed timeline that will help you stay on schedule to complete your work. Include in your timeline monthly checkpoints with your Teacher of Record and quarterly dates for determination of progress by your Teacher of Record. Include all the places you intend to go and who and what your resources will be. Your planned benchmark assessments should be clearly described and must align with your stated academic and personal goals. *You should have documentation of progress to share with your Teacher of Record for each quarter. Insufficient documentation could affect your grade and athletic eligibility. Full year (two semesters) courses should have action steps for all four quarters, half year (one semester) courses should have action steps for quarters one and two.*

1<sup>st</sup> Quarter Progress:

- Timeline
  
  
  
  
  
  
  
  
  
  
- Benchmark Assessment(s)

2<sup>nd</sup> Quarter Progress:

- Timeline

- Benchmark Assessment(s)

3<sup>rd</sup> Quarter Progress:

- Timeline

- Benchmark Assessment(s)

4<sup>th</sup> Quarter Progress:

- Timeline

- Benchmark Assessment(s)

## APPENDIX S

### **Restricted Personal Leave 2014-15 School Year Calendar**

- 1) Aug. 20, 2014
- 2) Aug. 21, 2014
- 3) Aug. 29, 2014
- 4) Sept. 2, 2014
- 5) Sept. 25, 2014 (In-service Day)
- 6) Dec. 1, 2014
- 7) Dec. 17 -19, 2014 (MS/HS semester exams)
- 8) Jan. 5, 2015
- 9) Jan. 16, 2015
- 10) Jan. 20, 2105
- 11) Feb. 13, 2015
- 12) Feb. 17, 2015 (In-service Day)
- 13) Mar. 27, 2105
- 14) April 7, 2105
- 15) May 22, 2015
- 16) May 26, 2015
- 17) June 2-4, 2015 (MS/HS final exams)
- 18) June 5, 2015