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STATE EMPLOYMENT
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NEGOTIATED AGREEMENT

between the

**NEW PHILADELPHIA
EDUCATION ASSOCIATION**

and

NEW PHILADELPHIA BOARD OF EDUCATION

August 1, 2014 - July 31, 2017

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ARTICLE 1 – RECOGNITION

1.01 Preamble

This Agreement is made by and between the New Philadelphia City School District Board of Education, hereinafter referred to as the Board, and the New Philadelphia Education Association, hereinafter referred to as the "Association."

1.02 Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent for all certificated personnel in the school district, including tutors, except confidential employees, casual substitutes, supervisors, and administrative personnel as defined in O.R.C. §4117.

ARTICLE 2 – PROFESSIONAL NEGOTIATIONS

2.01 Inaugurating Negotiations

A. A written request for negotiations may be submitted by the teachers' organization to the Superintendent, or by the Superintendent to the Association not earlier than one hundred and twenty (120) days prior to the expiration of the existing agreement.

1. The parties shall bargain all matters pertaining to wages, hours, or other terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Agreement between parties.
2. A list of persons who will participate in negotiations will be submitted.

2.02 Conducting Negotiations

A. Meetings

Meetings between representative(s) of the Association and the Superintendent or his official representative(s) will be scheduled for a mutually satisfactory time within three (3) weeks after the initial request.

1. There will be a mutual exchange of packages at the first negotiations session. In the event that business is left unfinished at any meeting, another meeting must be scheduled within ten (10) calendar days unless a later date is mutually agreed to by the parties.
2. A consultant may be used by either party if deemed advisable.

3. During the period of consideration, interim reports of progress may be made to the Association organization by its representative(s) and to the Board by the Superintendent.
4. While private negotiations are in process, observers may be admitted by mutual consent only and any releases prepared for news media must be approved by both groups.
5. In the event that consensus is not reached within forty-five calendar (45) days of the initial meeting, the parties are at impasse and shall proceed to Section C.2 unless mutually agreed otherwise.

B. Reporting

1. When the participants reach a consensus, a joint report will be prepared.
2. In the event a consensus is not reached on all items, reports may be presented to the Board by either or both parties and by the Board or the Superintendent to the Association and other teachers. Parties shall advise the other party of their intent prior to the reporting.

C. Action

1. When a joint report on which consensus has been reached is presented:
 - a. The Association shall submit the joint report to its membership within seven (7) calendar days for ratification.
 - b. Upon receipt of written notice of ratification from the Association the joint report shall be submitted within fourteen (14) calendar days to the Board for approval.
2. When the representatives of the Association and the Board Negotiator cannot reach agreement either the Board or the Association may request the services of a mediator from the Federal Mediation and Conciliation Services, Cleveland, Ohio.

3. Board of Review

In the event that agreement is not reached with the Board as per section 2, either the Board or the Association may request that a Board of Review be created.

Review will be created within twenty-eight (28) calendar days unless both parties agree to a later date.

- a. The Board of Review consisting of three (3) members will be created in the following manner:
 - i. The Board will select one member.
 - ii. The Association will select one (1) member.
 - iii. The two members selected shall use the following method to select a third member, who shall serve as chairperson: After conferring, either member may request the Federal Mediation and Conciliation Services, Washington, D.C., to submit list of seven (7) nominees. From this list each member will have the right to strike one name until one name remains. This person shall be the Chairperson. The striking of the first name will be determined by the toss of a coin.
 - b. The Board of Review will have authority to hold hearings and to confer with any parties deemed advisable in seeking to affect a recommendation to the Board and the Association.
 - c. All hearings conducted by the Board of Review shall be in closed session.
 - d. Whatever conclusion that the reviewing board may arrive at can be only advisory or in the nature of recommendations to the Board and Association.
 - e. The Association and the Board shall be responsible for the cost, including expenses, if any, of their respective member on the Board of Review.
 - f. The cost, including expenses, if any, of the chairperson shall be shared equally by the parties.
4. The above sections (C) (2) and (3), represent the agreement between the parties to resolve disputes in negotiations under ORC §4117 (C) (1) (f). This agreement supersedes the procedures for dispute resolution in ORC §4117.14.
 5. The Association reserves its right to invoke the provisions of ORC §4117.14 (D) (2) should the dispute resolution procedure be unsuccessful.

ARTICLE 3 – BOARD OF EDUCATION RIGHTS

- 3.01 Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Section 4117 of the revised code impairs the right and responsibility of each public employer to:
- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employers, standards of services, its overall budget utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of governmental operations;
 - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - E. Suspend, discipline, demote, or discharge for just cause, or lay off transfer, assign, schedule, promote, or retain employees;
 - F. Determine the adequacy of the work force;
 - G. Determine the overall mission of the employer as a unit of government.
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the public employer as a governmental unit.
- 3.02 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as effect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 4 – ASSOCIATION RIGHTS

- 4.01 The Association shall have the sole and exclusive rights to:
- A. Have the right to insert materials in the teachers' mailboxes.
 - B. Make use of bulletin boards or display areas which are in the teachers' lounges for Association communications. The Administration will designate bulletin boards or display areas for Association communications in buildings that do not have teachers' lounges.

- C. Be given reasonable time at each faculty meeting for announcements by building representatives.
- D. Announcements may be read over the school P.A.
- E. Have the right to use the inter-school mail service for NPEA communications.
- F. Have the exclusive right to payroll dues deductions as provided for herein.
- G. Be provided the names and addresses of newly employed teachers following Board approval of their contract.
- H. Have the right to hold general membership meetings, committee meeting and building membership meetings on school property at reasonable times and so long as there is no cost to the Board.
- I. Have Association members visibly display a standard emblem on bulletin boards in lounges or association members' mailboxes at the member's option.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 General Provisions

- A. A "grievance" is a claim by a teacher(s) based upon an event which affects a condition of employment of a teacher or group of teachers involving an alleged violation, misinterpretation, or misapplication of any provisions of this Agreement.
- B. An "aggrieved" person is a teacher(s) or the Association having a grievance.
- C. "Days" shall be defined as days when teachers are assigned to their regular teaching duties. During the time when school is not in session, a "day" shall be a work day except for holidays.
- D. The purpose of the grievance procedure is to secure a proper solution to grievances at the lowest possible level.
- E. Grievances should be processed rapidly.
- F. A grievant may elect not to have a representative, however, any representation must be provided by the Association. A grievant may be represented at all stages of the grievance procedure by not more than three (3) individuals.

- G. The Association shall have the right to have its representatives present at the stages of the grievance procedure affecting a bargaining unit member beginning with Stage 2; however, no teacher shall be required to be represented by the Association.
- H. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- I. Reference to the "Superintendent" shall include an "Acting Superintendent" if a superintendent has not been appointed by the board.
- J. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- K. Nothing contained in this procedure shall be construed as limiting the individual right of any employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

5.02 Stage 1 - Informal Procedure

A person having a grievance will discuss it with his supervisor(s), either directly or with a representative, with the objective of resolving the matter informally. The aggrieved shall state in writing to the supervisor prior to the discussion that the discussion is in the Informal procedure level of the Grievance Procedure. If the grievance is submitted through a representative, the aggrieved must be present during the discussions of the grievance.

5.03 Stage 2

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within seven (7) days after the written grievance is presented to him, the supervisor shall render a written decision and present it to the aggrieved, his representative and the Association President.

5.04 Stage 3

- A. If the grievant is not satisfied with the decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the aggrieved shall, within seven (7) days after receiving the written decision in Stage 2, file a written appeal of the decision at Stage 2 with the Superintendent. Copies of the written decision at Stage 2 shall be submitted with the appeal.

- B. Within seven (7) days after receipt of the appeal of the aggrieved, the Superintendent or his representative, other than aggrieved supervisor, shall hold a hearing with the aggrieved.
- C. The Superintendent shall render a decision in writing to the aggrieved and to the Association President within seven (7) days after the conclusion of the hearing.

5.05 Stage 4

- A. If the aggrieved and the Association are not satisfied with the decision at Stage 3 and the aggrieved and the Association determine that appealing it is in the best interest of the school system, the grievance may be submitted to binding arbitration. The Association shall inform the Superintendent of the demand for arbitration within ten (10) days of the receipt of the Stage 3 decision. The Association and the Board shall utilize the services of the American Arbitration Association to provide a list of arbitrators. The arbitrator shall be selected pursuant to American Arbitration Association rules. The costs incurred for the arbitrator shall be equally shared by the Board and the Association. The decision of the arbitrator shall be binding upon all parties. The arbitrator shall not have the power to add to, subtract from, or otherwise alter the terms and conditions of this Agreement.

ARTICLE 6 – CONTRACT YEAR, INSERVICE DAYS AND WORKING CONDITIONS

6.01 The number of contract work days in a school year for members of the bargaining unit shall be one hundred eighty-four (184) days or the hourly equivalent. The Labor Management Committee will develop district school calendar recommendation(s). Should more than one (1) district school calendar recommendation be developed, the calendar recommendations will be presented to the staff for a vote. The Board of Education will consider the district school calendar recommended by the staff; however, the Board of Education will have the final approval of the district school calendar. The number of days the school is closed as a result of calamity will be a minimum of five (5) days. The board may approve additional calamity days. Teachers are not required to report to work on a calamity day. Staff will submit a maximum of three (3) blizzard bag days, if permitted by law; that will be utilized after five (5) calamity days have been expended. After all three (3) blizzard bags are utilized, the board, when able, may grant additional calamity days. Except as otherwise provided in this Agreement, the length of the work day shall not exceed seven (7) hours and thirty (30) minutes.

- A. Effective for the 2007-08 school year, for elementary school, the work day will begin twenty-five (25) minutes prior to the bell which starts the student day and continue five (5) minutes after the dismissal of students.

- B. For high school and middle school, the work day may begin no more than fifteen (15) minutes prior to the bell which starts the student day and continue no more than fifteen (15) minutes after the dismissal of students.
 - C. Those bargaining unit members who are responsible for monitoring before and after school bus loading and unloading outside the work day shall be issued a supplemental contract for two (2) days pay for the school year. The two (2) days pay shall be based on the employee's per diem salary.
 - D. Bargaining unit members will be required to attend two (2) school sponsored weekday evening activities. Unit members will be notified on the first workday of the two (2) evening activities they are required to attend by the building principal.
 - E. Beginning in the 2014-2015 school year, the Labor Management Committee will discuss/explore the concepts of Teacher Based Teams (TBTs), Professional Learning Committees (PLCs) and common planning time.
- 6.02 All full time members of the bargaining unit shall receive a minimum of two hundred (200) minutes of planning and preparation time per week. Administration will not require bargaining unit members to utilize individual planning time for state and other district mandated practices. In the event that it is necessary to have a bargaining unit member attend an administrator assigned meeting in lieu of planning time, said bargaining unit member shall be paid according to Article 20 Substitute Teachers.
- 6.03 All members of the bargaining unit shall receive at least thirty (30) minutes of uninterrupted, duty free lunch time during the work day.
- 6.04 No more than sixty (60) minutes per month beyond the work day shall be established for building staff meetings.
- 6.05 To increase the relevancy and flexibility of inservice days, a cooperative effort shall be made to obtain and implement the content and format of inservice days during the school year.
- 6.06 A committee composed of three (3) bargaining unit members appointed by the Association President, and three (3) administrators appointed by the Superintendent shall be responsible for developing, planning and promoting inservice programs which meet the specified needs of the teachers within the district. The committee shall meet no fewer than three (3) times per year.
- 6.07 Non-instructional duties (e.g. lunchroom, playground duty, etc.) that are to be performed during the workday will be enumerated and equitably distributed among unit members assigned to each building. Bargaining unit members shall be permitted to split and/or share their duties with the understanding that at no time will children be left unsupervised.

- 6.08 Within a building, if a class size inequity exists between two (2) or more teachers instructing the same subject, during the same class period, the teachers will be able to balance their class size by transferring students, upon building principal approval. If the building principal denies the class size balance request, s/he must provide in writing the reasons for the denial to the staff members making the request. If the class size balancing request is approved, teachers will submit class change form(s) to the guidance office to facilitate the class roster changes.
- 6.09 Within a building, if a total student load inequity exists between two (2) or more teachers within a department or grade level, the teachers will be able to balance their total student load by rearranging the distribution of subject matter within the teachers' schedules upon building principal approval. If the building principal denies the total student load balancing request, s/he must provide in writing the reasons for the denial to the staff members making the request.
- 6.10 Elementary teachers shall not be required to attend technology class with his/her students.

ARTICLE 7 – LEAVES OF ABSENCE

7.01 Professional Improvement and Sabbatical Leave

The Board agrees to provide teachers the opportunity for an unpaid leave of absence not to exceed two (2) consecutive school years for the purpose of professional improvement or sabbatical reasons. Such leave may be approved at the discretion of the Board for individuals with at least three (3) years of continuous service in the school district, except that a staff member who has taken an unpaid professional improvement or sabbatical leave of absence must complete five (5) years of continuous service since returning from such leave. No more than two percent (2%) of the staff may be on unpaid leave of absence during any one (1) school year.

7.02 Maternity, Child Care and Adoption Leave

The Board agrees to provide teachers maternity and child care leave of absence without pay as set forth below:

- A. A maternity leave due to illness or disability related to pregnancy, childbirth or recovery therefrom shall be approved for the balance of the school year in which the birth of a child is expected unless such leave is earlier terminated as hereinafter provided.
- B. Paid Adoption Leave will be granted in a block up to fifteen (15) consecutive workdays. The paid adoption leave will be deducted from the employee's sick leave.

- C. A teacher who is adopting an infant child (infant child is defined as five [5] years old or younger) shall be entitled to unpaid leave after utilizing the paid adoption leave provision.
- D. A child care or adoption leave shall be approved for one (1) additional school year upon request of the teacher to the Superintendent, made not later than April 1st preceding the year for which such leave is requested.
- E. When the teacher desires to terminate such leave, application for reinstatement may be made to the Superintendent by said teacher at any time during the school year. The teacher shall be considered for reinstatement during the school year for a vacancy occurring in a position for which she holds certification.
- F. Upon return from child care or adoption leave the teacher shall be entitled to reinstatement to the same contractual status which was held prior to the leave, and to a position for which the teacher holds valid certification.
- G. If a reduction in force (RIF) takes place while the teacher is on leave, the teacher is subject to the RIF policy and C and D of the above may not apply.
- H. A teacher on child care leave or adoption leave may continue to participate in those insurance benefits which are provided to other teachers by advance monthly payment to the Treasurer's Office of the group rate.

7.03 Personal Leave

- A. Personal leave will be available to each employee limited only as follows:
 - 1. No more than ten percent (10%) of the Elementary staff and five percent (5%) of the High School and Middle School staff can be out of a given building on the same day. (When an emergency situation arises on a given day, personal leave exemptions to the 10% and 5% will be granted by the superintendent).
 - 2. The building principal must be given as much advance notice as possible prior to a personal leave day being taken.
- B. Personal leave days cannot be used:
 - 1. During the first two (2) or last two (2) student days of the school year.
 - 2. On Parent-Teacher Conference Days.
 - 3. On required in-service education days.

- C. Each regular employee shall be granted up to three (3) days of unrestricted personal leave per school year at the employee's regular compensation. Requests for personal leave shall be made to the Superintendent at least five (5) working days in advance of the anticipated absence on the form prescribed by the Board. In case of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. If circumstances make the five (5) day advance request impossible, the employee shall notify the Superintendent as soon as is practicable, and approval by the Superintendent or the Superintendent's designee will, when appropriate, be granted after the fact.
- D. Any unused personal days in a school year shall be rolled over to the next school year. No more than five (5) personal days shall be accumulated in any one (1) school year. Unused personal day(s) unable to be rolled over due to maximum accumulation shall be added to the sick leave accumulation up to the maximum number of days set forth in Article 7.04(B).

7.04 Sick Leave

- A. Each teacher shall earn sick leave at the rate of one and one-quarter (1¼) days per month. Fifteen (15) days maximum per year.
- B. Beginning with the 2014-15 school year, the ceiling on accumulated sick leave shall be two hundred sixty (260) days.
- C. Teachers new to the district may transfer accumulated sick leave from their last Ohio Public Agency in an amount not to exceed the total allowed by the New Philadelphia City School District.
- D. Should an employee have absences due to illness of more than his total accumulated sick leave, such employee will be granted an advancement of sick leave to a maximum of five (5) days, if requested, except that the number of days advanced shall not exceed the days of sick leave that can be accumulated before the end of the current school year.
- E. If the employee should resign, be placed on leave of absence, or become deceased before this advancement of sick leave has been earned back, such unearned sick leave shall be deducted from final adjusted pay.
- F. Teachers may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate Family Defined:

Immediate family shall include: spouse, children, step-children, step-parents, parents, in-laws, brother, sister, grandchildren, grandparents, aunts and uncles or a relative living in the household, or persons with whom the employee has a custodial or guardian relationship.

- G. Extended or chronic absences may require medical verification at the request of the superintendent. Extended absence is defined as five (5) consecutive days of absence. Chronic absence is defined as fifteen (15) days cumulative absences within a school year. In addition, when the Superintendent suspects abuse or falsification of sick leave, he/she may require medical verification of the need for sick leave. Verification is defined as a statement from the doctor as to the nature of the illness and duration of the absence.
- H. The employee shall be required to certify that he/she is using sick leave in accordance with this provision.

7.05 Assault Leave

A teacher who is absent due to physical or emotional disability documented in writing by the employee's physician, resulting from a physical assault which occurred while the teacher was performing in the confines of their employment, assignment or duties shall be granted up to thirty (30) days of assault leave at full pay and benefit status. A maximum of thirty (30) additional days of assault leave may be granted by the Board. Assault leave shall not be deducted from accrued sick leave. Assault leave shall be granted in accordance with policy and rules established by the Board.

7.06 Association Leave

The Association shall be granted a total of ten (10) days annual leave for representatives to attend professional business meetings. This leave is non-accumulative. The Board will pay the expenses of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.

The Association President shall notify the District if the President is not the teacher using Association leave.

7.07 Sick Leave Bank

A sick leave bank shall be established in order to provide members of the sick leave bank additional sick leave. For the 2009-10 school year, employees who are not members of the sick leave bank may become a member by donating one (1) sick day by November 1, 2009. Any current employee who does not opt to join by November 1, 2009 shall not be permitted to participate in the bank for the duration of this agreement. No further sick leave donations are required to remain a participant for the life of this contract. Any employees new to the district

may become a participant at the time of employment by making a one-time, one day donation to the bank. Once the sick leave bank reaches one thousand three hundred fifty (1,350) days or less, the maximum days the bank will hold shall be one thousand three hundred fifty (1,350) days.

Once the number of days in the bank drops below one thousand three hundred fifty (1,350) days, any member of the bargaining unit or administration may become a member of the sick leave bank by donating up to three (3) days of his or her accumulated sick leave on an annual basis until the number of days reaches one thousand three hundred fifty (1,350). Once the number of days reaches one thousand three hundred fifty (1,350) days, the procedures set forth in paragraph 1 will be in effect. However, any new employees will have a period of thirty (30) days from the date of being notified of the right to donate days to donate one (1) day of sick leave to the bank. This sick leave donation will occur during the month of October. Should the bargaining unit member wish to make an additional contribution to the bank they may make a voluntary contribution of up to three (3) days each February.

1. Any member of the bargaining unit or administration may become a member of the sick leave bank by donating up to five (5) days of his or her accumulated sick leave on an annual basis. This sick leave donation will occur during the month of October. Should the bargaining unit member wish to make an additional contribution to the bank they may make a voluntary contribution of up to five (5) days each February.
2. Members of the bargaining unit or Administration may withdraw from participation in the bank at any time, but the days they have donated are not refundable to them.
3. Only members of the sick leave bank are eligible to receive sick leave bank benefits.
4. Members of the sick leave bank are eligible to draw up to ninety-two (92) days per year from the bank if: (1) all of the individual's accumulated sick leave, unrestricted personal leave, and available sick leave advance, has been utilized; (2) the member has been absent for a minimum of twenty (20) consecutive work days; (3) the individual is a member of the sick leave bank.
5. A sick leave bank committee shall be formed to oversee the bank. Two (2) representatives shall be designated by the Association President and two (2) representatives shall be designated by the Superintendent, of which the Superintendent may be one. The committee shall have the authority to confirm the request for sick leave with the member's physician.

6. The Board shall remit the regular salary to the sick leave bank member and shall assume all costs for the administration for the sick leave bank.
7. The sick leave bank can be used for a maximum of ten (10) days for paternity or maternity leave.

7.08 Jury Duty/Court Leave

Members of the bargaining unit who are subpoenaed for either jury duty or to serve as a witness in a court proceeding in which the employee or the Association is not plaintiff or in which the Board is not a defendant shall be granted paid leave for the duration of time necessary to complete their obligations. Any payment received for either jury duty or as a witness shall be transmitted to the Board of Education. If in the event the Association and/or members of the bargaining unit are plaintiffs and the Board and/or members of the administration are defendants, release time will be provided to members of the bargaining unit for the time necessary to appear and testify, and the Association shall cooperate with the Superintendent in the scheduling of such release time to minimize classroom absences.

7.09 Family Medical Leave

- A. In order to be eligible, an employee must have completed twelve (12) months of service to the school district.
 1. The maximum allowable leave under this provision shall be twelve (12) weeks during any twelve (12) month period.
 2. Qualifying use for leave under this provision include:
 - a. The birth and care of a child. (Must be used within the first twelve (12) months of birth.)
 - b. The adoption or placement of a child in foster care. (Must be used within the first twelve (12) months after adoption or placement.)
 - c. The care for a spouse, child, or parent who has a serious health condition if verified by the health care provider. Family medical leave cannot be taken to care for a parent-in-law.
 - d. The employee's own serious health condition which makes him/her unable to perform his/her job functions.

B. Procedures for the Family Medical Leave

1. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the education process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he/she requests a medical leave.
2. An employee is required to first use available paid leave, sick leave (if for an appropriate personal/sick leave purpose). Paid leave can satisfy part or all of the twelve (12) week family medical leave.
3. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
4. Serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves: a) inpatient care in a hospital, hospice or residential medical facility or b) continuing treatment by a health care provider.
5. If a husband and wife are employed by the Board, and are eligible for family medical leave, their combined amount of leave for birth, adoption, foster care placement and parental illness is limited to twelve (12) weeks.
6. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, Board and the Employee.
7. Upon returning from family medical leave, the Board will restore the employee to the same or equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.

- C. The twelve (12) month period in which the twelve (12) weeks of leave may be taken begins yearly on July 1.
- D. When an employee begins leave more than five (5) weeks before the end of a semester the employee is required to continue taking leave until the end of the semester if:
 - 1. the leave will last at least three (3) weeks; and
 - 2. the employee would return to work during the three (3) week period before the end of the semester.
- E. When an employee begins leave for a purpose other than the employees own serious health condition during the five (5) week period before the end of the semester, the employee is required to continue taking leave until the end of the semester if:
 - 1. the leave will last more than two (2) weeks, and
 - 2. the employee would return to work during the two (2) week period before the end of the semester.
- F. When an employee begins leave for a purpose other than the employee's own serious health condition during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the employee is required to continue taking leave until the end of the semester.

ARTICLE 8 – ASSIGNMENTS AND CONTRACTS

8.01 Assignments

- A. Teachers under contract as of May 1 for the following school year will be notified in writing by July 15 of their subject area(s) and/or grade to be taught and the building where they will teach. Secondary teachers will be notified in writing by July 15 about their tentative class schedule and number of periods in the school day.
- B. An effort will be made to maintain these assignments. If a change is made in the tentative assignment, or the assignment is different from the previous year, an explanation will be given to the affected teacher by the Superintendent or his designee.
- C. If secondary scheduling and elementary attendance patterns are under study, then the assignment letter will be sent out as soon as possible, if not by July 15. The teachers and the Association will be notified in advance if the July 15 date cannot be met.

- D. Persons assigned to both the elementary and secondary schools shall be assigned to follow one (1) time schedule or the other each day.
- 8.02 Contracts issued to teachers will contain the following information:
- A. Name of teacher
 - B. Type of contract and number of years if more than one (1).
 - C. Annual compensation to be paid for the first year of the contract.
 - D. Basis for determining compensation for the first year of the contract (i.e., BA Degree, Year(s) of experience).
 - E. Signatures of the employee and the Treasurer.
- 8.03 The non-renewal of a regular limited contract will comply with O.R.C. §3319.11 and §3319.111.
- 8.04 The termination of a teacher's contract will comply with O.R.C. §3319.16 and §3319.161.
- 8.05 Non-renewal of limited teaching contracts for probationary employees who have been employed for three (3) years or less.
- A. At least ten (10) days prior to the Board action, limited contract teachers who have been employed for three (3) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.
 - B. The non-renewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and O.R.C. §3319.112 and such teachers shall have no right to challenge nonrenewal pursuant to O.R.C. §3319.11 or O.R.C. §3319.111 or O.R.C. §3319.112 or through the negotiated grievance procedure.
- 8.06 It is the express intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation as set forth in Ohio Revised Code, including, but not limited to: O.R.C. §3319.11, O.R.C. §3319.111 and O.R.C. §3319.112.

ARTICLE 9 – VACANCIES AND TRANSFERS

- 9.01 During the school year all vacancies in certified staff positions which occur will be posted in each school building in an area which is accessible to the teaching

staff. Such posting will be mailed two (2) days prior to posting date and shall take place for a minimum of seven (7) calendar days except during the first two (2) weeks of September when such posting shall be for only two (2) working days.

- 9.011 Each year by February 1, the Superintendent shall send a notice to the members of the bargaining unit inquiring as to their desires for building placement, grade level/subject assignments, and supplemental contracts. All forms must be returned to the Superintendent by April 1 each year.
 - 9.012 The response on the forms may be considered by the Superintendent in filling vacancies.
 - 9.013 Requests for change in assignment forms shall be voided each October.
- 9.02 During the summer months when school is not in session, staff members may call or visit the Central Office for information pertaining to vacancies that have been posted. If a staff member is desirous of a more expeditious process of notification, he or she may express an interest in writing to the Superintendent of interest in a specific position(s). If such a vacancy(ies) becomes available, the staff member will be notified by the school administration of the opening(s). In addition, as vacancies occur during the summer, the Treasurer's Office will place notification of such vacancies into the pay envelopes. A reasonable effort shall be made to contact these individuals.
- 9.021 A member of the bargaining unit may request to be considered for a change in assignment when a vacancy occurs by submitting their request in writing to the Superintendent. These requests may be withdrawn at any time and shall only be effective until the vacancy is filled.
- 9.03 The filling of vacancies in the bargaining unit shall be made by the Superintendent. In filling such vacancies the Superintendent will consider the following:
- A. Contribution individual could make to pupils in the position.
 - B. Appraisal and recommendations made by the principals.
 - C. Qualifications for the position to be filled and when appropriate the position which would be vacated.
 - D. Opportunity for professional growth;
 - E. Improvement of the educational program or services; and,

- F. The length of service in the district.
- 9.031 Nothing shall prohibit a member of the bargaining unit from discussing a desired change in assignment with the Superintendent.
- 9.032 Prior to a member of the bargaining unit being transferred, a meeting between a representative of the Superintendent and the member of the bargaining unit shall be held.
- 9.04 Changes in teaching assignment from the previous year shall be discussed with the teacher first before action is taken. Reasons for reassignment shall be shared and discussed with the teacher, with the final decision being made by the Superintendent or his designee.
- 9.05 Two bargaining unit members may also request to switch positions within their current building for a school year. Such request is to be submitted to the building principal.
- 9.06 Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting (within five (5) days for a written request) of the teacher(s) involved and the Superintendent or his/her choosing for the meeting. The involved teacher(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

ARTICLE 10 – TEACHER EVALUATION

- 10.01 Evaluation of certified staff using Ohio Teacher Evaluation System (OTES). The evaluation of teachers, who spend fifty percent (50%) or more of his/her time providing content-related student instruction, shall be in accordance with this procedure, which align with the Standards for the Teaching Profession set forth in state law. The definitions prescribed in the Ohio Revised Code 3319, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.
- 10.02 District administrators who are credentialed shall be responsible for evaluation of the performance of teachers. The evaluator shall also be credentialed by the Ohio Department of Education to administer the Ohio Teacher Evaluation System (OTES) so long as such credentialing exists. If a teacher is being evaluated by someone other than his/her building principal or immediate supervisor, the teacher will be notified of their intended credentialed evaluator no later than Sept 15 or within thirty (30) days of employment if employed after the start of the school year. However, bargaining unit members shall not serve as credentialed evaluators. Where a teacher is under a continuing contract or under consideration for renewal/non-renewal or under an improvement plan, a District administrator will serve as the Credentialed Evaluator. The Credentialed Evaluator assigned to the teacher shall complete all components of the Teacher Performance component except in the case of extenuating circumstances.

- 10.03 All teachers shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walk-throughs each school year. The first observation will occur before the conclusion of the first semester. No teacher may be evaluated more than once annually. A teacher who is assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this section shall be evaluated once every three (3) school years, unless his/her contract is up for renewal. A teacher who is assigned an evaluation rating of Skilled on the teacher's most recent evaluation conducted under this section shall be evaluated once every two (2) school years, unless his/her contract is up for renewal. A teacher may request a formal observation at any time, in addition to those required. Such request may be denied by the Evaluator. The evaluator will supply the teacher with the reason for the denial in writing.
- 10.04 Teachers who are on a limited or extended limited contract and who are under consideration for non-renewal shall be evaluated based on at least three (3) formal observations of at least thirty (30) minutes each and periodic walk-throughs during the last year of their contract. The Superintendent may waive the third (3rd) observation, if the teacher is not being considered for non-renewal.
- 10.05 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the 21 days.
- 10.06 All teacher evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10. A final summative rating of teacher effectiveness form (Appendix J) will be completed, signed by the evaluator and the teacher. The teacher's signature should not be construed as evidence that the teacher agrees with its contents.
- 10.07 Evidence provided by the teacher and gathered by the evaluator during the pre-conference, formal observations, walk-throughs, post-conference, required school sponsored events, and other substantiated factors impacting the teacher's performance or professionalism will be used by the evaluator when applying the Performance Rubric. All observation of teacher work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher. A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.
- 10.08 All evaluation documents and rubrics (print or digital) used will be based on documents from the ODE OTES. The evaluation matrix will be used to determine the final summative rating. A teacher may include a written response within ten (10) work days of receipt of an observation (formal or informal), a walk-through, or a summative rating.

- 10.09 The formal observation shall consist of: a pre-observation conference, an observation, and a post-conference. Formal observations shall be conducted in collaboration with the credentialed evaluator and the teacher. The pre-observation conference will occur within five (5) work days of the observation and the post-conference will occur within ten (10) work days following the observation, unless the teacher or administrator is absent during that observation or evaluation timeframe, or unless other extenuating circumstances exist. The teacher will provide the pre-observation form to the credentialed evaluator at least one (1) school day prior to the pre-observation conference. The teacher will provide the post-observation form to the Credentialed Evaluator at least one (1) school day prior to the post-observation conference. At the post-observation conference, the Credentialed Evaluator and teacher will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form that the Credentialed Evaluator brings to the post-observation conference.
- 10.10 A walkthrough/informal observation (“walkthrough”) is a formative written assessment by a Credentialed Evaluator. There shall be no more than six (6) walkthroughs per Teacher Performance Cycle, unless additional are requested by the teacher. The walkthrough may be unannounced, but nothing prohibits informing the teacher of a walk-through. A walkthrough shall be at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes. Within five (5) work days of completing the walkthrough, the evaluator shall provide the teacher a copy of the Walkthrough/Informal Observation Data Form. If the teacher requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs. The teacher request to meet with the evaluator must occur within two (2) school days following the receipt of the Walkthrough/Informal Observation Data Form.
- 10.11 Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on teacher performance and student growth measure based upon percentages prescribed in Ohio law.
- 10.12 Within ten (10) calendar days of receiving the final summative rating of teacher effectiveness form, a teacher has the right to make a written response to the evaluation and to have it attached to the final summative rating of teacher effectiveness form that is placed in the teacher’s personnel file.
- 10.13 Teacher Performance results are reported using a 1 – 4 rating structure with “1” indicating lowest performance to “4” indicating highest performance. Teacher performance ratings are based on the teacher’s current school year performance.
- 10.14 Student Growth is evaluated by a combination of: (1) Value-added data or an alternative student academic progress measure if adopted under O.R.C. §3302.03(C)(1)(e); (2) ODE-approved assessments and/or (3) Board determined measures. When available, value-added data or an alternative student academic progress measure if adopted under O.R.C. §3302.03(C)(1)(e) shall be included in

the measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

- 10.15 There shall be an Elementary Student Growth Measures Committee and a Middle/High School Student Growth Measures Committee. Each committee shall consist of five (5) members of the Association appointed by the Association President and two (2) administrators appointed by the Superintendent or his designee. Student Growth Measures committee shall meet to discuss issues related to student growth measures and conduct approval of Student Learning Objectives as required by law.
- 10.16 Beginning the 2014-2015 school year, teachers who are required by this article will complete the SLO template and checklist to construct Student Growth Measures and submit it to the appropriate Student Growth Committee no later than the third (3rd) Monday of September.

A teacher whose SLO is rejected by his/her Student Growth Committee shall have ten (10) calendar days to correct and resubmit the SLO.

Each teacher who is required by this article shall submit the SLO scoring template with the numerical rating to the appropriate Student Growth Committee by May 1.

Each teacher who is required by this article shall receive notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the Superintendent or his/her designee within ten (10) calendar days of the date of the notice.

On or after July 1, 2014, the entire student academic growth factor of the evaluation for teachers whose schedule is comprised only of courses or subjects for which value-added data is applicable shall be based on the value-added progress dimension

During a school year that a teacher is on extended leave of absence or sick leave [sixty (60) days or more], the teacher will not be evaluated on student growth/value added, but will be evaluated on teacher performance measures. Any teacher who was on leave from the school district for fifty percent (50%) or more of the school year shall be exempt from the evaluation process.

Teacher who has been involuntarily transferred – A teacher, who is involuntarily transferred to a different position (e.g. subject, grade level) shall not have the initial SGM score in the involuntary transfer impact any job action

Co-teaching arrangement (e.g. inclusion) – Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the actual

instructional time each teacher has spent with the student(s). If the co-teaching teachers cannot agree on the percentage applied then the administration will set the SGM percentage for the co-teaching arrangement.

Students who are enrolled in value-added subject courses and who have twenty-five percent (25%) or more excused or unexcused absences for the defined interval of instruction may factor into a teachers' student growth/value added evaluation. Students who are enrolled in classes where vendor assessments or student learning objectives are being used to assess student growth and who have fifteen percent (15%) or more excused or unexcused absences for the defined interval of instruction may factor into a teacher's student growth measure. Data from Board-determined measures will be converted to a score of: (1) Above, (2) Expected, or (3) Below student growth levels.

For the 2014–2015 school year, the District Student Growth Measurement Index shall be the following:

Teacher Category	Value-Added	Vendor Assessment	LEA Measure		Total
			SLO/Other	Shared Attribution	
A1	50%				50%
A2	Up to 26% proportionate to schedule		Remainder of percentage bringing to 50% total		50%
B		10%	40%		50%
C			50%		50%

The union will make an annual recommendation to the Superintendent on the District Student Growth Measurement Index for consideration. Should the Superintendent not accept the recommendation, the Superintendent could make a counter recommendation. Should neither recommendation be approved, the chart above will be used.

- 10.17 Teachers meeting above-expected levels of student growth must develop professional growth plans and may choose their credentialed evaluator(s) from the Board approved evaluator list. An evaluator may decline the selection. If the evaluator denies the selection, s/he must provide the teacher with written reasons for the denial.

Teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluator(s) from the Board approved list.

Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluator(s). The

Superintendent/designee assigns credentialed evaluators to teachers meeting below-expected levels of student growth.

- 10.18 Effectiveness Rating shall be calculated utilizing the procedures under Ohio law.
- 10.19 The Superintendent or designee shall annually file a report to the Department of Education including only information required by law
- 10.20 Only the final evaluation rubric and the final summative rating of teacher effectiveness form are to be placed in a teacher's file. The forms will be signed and dated by both the administrator and the teacher. Signatures indicate only that the forms were seen by the teacher and administrator, not necessarily agreement with the contents.
- 10.21 Upon request, the credentialed Evaluator shall provide the teacher with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors/required events impacting the teacher's performance or professionalism that have impacted the performance rubric.
- 10.22 No teacher shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by teachers as a resource.
- 10.23 Video or audio devices shall not be used to record a teacher's classroom instructional performance for the evaluations by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their residency requirements as evidence to assess teacher performance (OTES).
- 10.24 Any teacher who submits notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise to be conducted, will not be evaluated.
- 10.25 Professional Growth & Improvement Plans

10.251 Professional Growth Plan

All teachers will submit a self-directed Professional Growth Plan for the 2014-2015 no later than the first (1st) Monday in October. Beginning with the 2015-2016 school year, each teacher with above expected or expected levels of student growth will develop a Professional Growth Plan on an annual basis no later than the first Monday in October. Professional Growth Plans will be self-directed for teachers with an above expected level of student growth and collaborative (teacher with credentialed evaluator) for teachers with an expected level of student growth.

10.252 Improvement Plan

- a. The Credentialed Evaluator for each teacher with a below expected level of student growth and for each teacher with an Ineffective rating either on the final summative evaluation or as identified in the post-observation conference form will develop an Improvement Plan for the teacher to respond to Ineffective ratings in performance and/or student growth.
- b. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher performance deficiency identified after an observation using the OTES Improvement Plan Form, Appendix G. A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES Rubric. The Credentialed Evaluator shall meet with the teacher to review the Improvement Plan and receive input from the teacher before the Improvement Plan is finalized and implemented.
- c. If the District anticipates taking adverse employment action based on a Teacher's Performance, the teacher shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
 - i. If a teacher on an Improvement plan requests a support teacher, the Credentialed Evaluator shall identify a support teacher (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator). A support teacher cannot be requested or directed to provide any information regarding the confidential discussion with the supported bargaining unit member.
 - ii. Support Teacher: A mentor teacher who supports a teacher who has been placed on an improvement plan.
- d. An Improvement Plan based on Ineffective teacher rating will be revisited in at least twenty-eight (28) calendar day intervals to see whether the teacher's performance has improved and whether to modify or end the plan.

A copy of the Improvement Plan form is in Appendix G.

10.26 A teacher who accepts a student teacher(s) will still have his/her student growth measures reflect all students for whom s/he is the teacher of record. Any teacher

may volunteer to accept a student teacher during the school year. No teacher shall be assigned a student teacher.

10.27 Electronic Teacher and Principal Evaluation System (eTPES)

The Superintendent shall choose the minimum required/least intrusive Option for submitting teacher evaluation data to the ODE and/or third parties. Rebuttal for eTPES data shall be kept in the teacher's personnel file and not placed into eTPES.

Bargaining unit members shall not be required to enter additional data other than what is required by the selected eTPES option into eTPES. Violation is grounds for a grievance under Article 3.

Prior to final submission of the data to eTPES, the administration shall provide the teacher the data within five (5) days of the final submission date.

10.28 District Evaluation Committee

There shall be a District Evaluation Committee, which shall be comprised of a Union team appointed by the Union President and Administrative team appointed by the Superintendent, each having an equal number of no more than five (5) people per team. The District Evaluation Committee shall review its established ground rules annually. The District Evaluation Committee shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including student growth measure training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The District Evaluation Committee shall keep minutes summarizing its meetings.

The District Evaluation Committee is responsible for:

1. Reviewing and making recommendation on the OTES and non-OTES evaluation procedures and instruments.
2. Annually reviewing and making a recommendation on the District Student Growth Measurement Index.
3. Consulting with the District Student Growth Committee.
4. Making recommendations as set forth throughout Article 10 titled Teacher Evaluation
5. Shall develop the evaluation process and instruments for the non-OTES evaluation system and make a recommendation(s) by the end of the 2014-2015 school year.

Any recommendations made by the District Evaluation Committee shall be sent to the Union Executive Committee and the Superintendent/Board. Any District Evaluation Committee recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article 10 titled Teacher Evaluation may be implemented provided the Union Executive Committee and Superintendent/Board agree.

Members of the District evaluation committee and members of the Student Growth Measures committee shall be paid at Level 15 of the Supplemental Salary Schedule.

NON-OTES Employees

[Non-OTES Evaluation Procedures will be amended to reflect amendments to the OTES Procedures, where applicable]

- 10.29 Evaluation of non-OTES certified staff. The evaluation of teachers, who spend fifty percent (50%) or less of his/her time providing content-related student instruction, shall be in accordance with this procedure, 10.25. The goal of the policy and the formal evaluation procedure is improvement of instruction.
- 10.30 Building and/or assistant principals shall be primarily responsible for evaluation of the performance of teachers. Other administrative personnel may engage in teacher evaluation from time to time.
- 10.31 All teachers shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walk-throughs each school year. No teacher shall be evaluated more than once (1) annually. The first observation will occur before the conclusion of the first semester.
- 10.32 Teachers who are on a limited or extended limited contract and who are under consideration for nonrenewal shall be evaluated based on at least three (3) formal observations and periodic walk-throughs during the last year of their contract. The parties agree that teachers who are in their probationary period, who will not be renewed, shall not be subject to this three (3) formal observation requirement.
- 10.33 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the twenty-one (21) days.
- 10.34 All teacher evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10.
- 10.35 Evidence provided by the teacher and gathered by the evaluator during the pre-conference, formal observations, informal observations (including at school sponsored events), walk-throughs, post-conference and other factors impacting

the teacher's performance or professionalism will be used by the evaluator when compiling the summative evaluation.

- 10.36 All evaluation documents (print or digital) placed in the Appendix (to be developed). The evaluator will give a copy of the completed observation form(s) to the teacher at least one (1) day in advance of the post-observation conference. Changes to the observation form information may be made as a result of additional information gathered in the post-observation conference. A teacher may include a written response within ten (10) work days of receipt of an observation (formal or informal), a walk-through, or a summative rating.
- 10.37 The formal observation shall consist of: a pre-conference, an observation, and a post-conference. The pre-conference will normally occur within five (5) work days of the observation. The post-conference will normally occur within fifteen (15) work days following the observation, unless the teacher or administrator is absent during that timeframe. A summative evaluation will normally be completed within ten (10) working days of the last observation post-conference. All observations and other documented items will be consolidated into the summative evaluation (form to be developed). A copy of the summative evaluation will be given to the teacher. Time limits may be extended by mutual agreement.
- 10.38 When the overall performance or performance within an individual category of a teacher is less than satisfactory, the evaluator shall indicate such on the form (to be developed) including reasons for the less than satisfactory rating. The teacher shall have the right to request a follow-up conference following the summative evaluation conference.
- 10.39 When a problem is identified, the evaluator will assist the teacher to set up written goals and objectives for improvement in the problem area(s). The goals and objectives will denote what type of assistance will be provided by the administration. The teacher is responsible for implementing reasonable suggestions for improvement. The teacher's signature on the goals and objectives will not constitute agreement with the goals and objectives, but only that the teacher has seen them.
- 10.40 Final observation documents and final summative evaluation documents will be placed in the teacher's personnel file.

ARTICLE 11 – SEVERANCE PAY

- 11.01 The Board authorizes severance pay for all eligible school employees of the New Philadelphia School District. No person shall collect severance pay more than one (1) time.
- 11.02 To be eligible for severance pay the teacher must be currently employed by the Board. This eligible employee is one who has retired and has met the retirement criteria as defined by the State Teachers Retirement System (STRS) in Ohio.

- 11.03 The Board shall provide severance pay in an amount not to exceed twenty-five percent (25%) of the employee's accumulated sick leave days with a maximum of sixty-five (65) days of severance to be granted. A daily rate of pay will be established, computed on the employee's final annual salary pro-rated on the number of work days scheduled for the employee that same year.
- 11.04 Five additional days of severance pay will be paid to eligible staff conditional upon receipt of a letter of retirement/resignation prior to January 15.

ARTICLE 12 – TUITION REIMBURSEMENT

- 12.01 The Board agrees to pay no more than the actual tuition cost per hour to a maximum of one hundred dollars (\$100.00) per quarter or one hundred-fifty dollars (\$150.00) per semester hour to certified staff members for successfully completing with at least a (B) grade or a pass if on a pass/fail basis, graduate or undergraduate courses in accordance with the formula in section 12.03. The courses taken must be in the present area of certification and/or any area of educational certification approved by the Superintendent. The teacher must first demonstrate that the course fits the above description. The tuition reimbursement shall be approved by the Superintendent of Schools. This payment shall be paid to the teacher the school year following the receiving of credit for courses taken. A teacher must teach in the New Philadelphia City Schools the year following receiving this credit to be eligible to be paid under this provision. The teacher must present proof via an electronic storage warehouse like the My Learning Plan of course approval and of earned credits no later than September 15 to be paid that school year.
- 12.02 The maximum number of hours to be included under this policy shall be nine (9) semester or twelve (12) quarter hours from August 1 to July 31. A single payment will be made following presentation of evidence of completed course work. For the 2014-15 school year only, the district will accept course work approved/verified outside the August 1 to July 31 timeline as not to exclude any employee due to the change in course year completion dates as long as submitted as stated in section 12.03.
- 12.03 All teachers shall submit an official transcript of the completed course work by September 15, with a copy of the LPDC approved form to the Superintendent. The Superintendent shall total the number of quarter hours and semester hours taken by all teachers submitting a form.

The Superintendent will convert all hours to either quarter or semester hours and divide into the appropriated sum (Section 13.05). This quotient will be the amount paid for each quarter or semester hour taken. All teachers who have completed, submitted and received preapproval permission will receive tuition reimbursement.

- 12.04 Certified employees who are reimbursed by another agency shall be eligible only for the difference, if any, between tuition reimbursement to which they would be entitled and the amount received from the agency.
- 12.05 The Board will appropriate sixty thousand dollars (\$60,000) for tuition reimbursement. Any portion of the appropriation not expended the previous year will be appropriated for the next year. (If financial conditions exist which would make tuition reimbursement a hardship on the district, the administration agrees to meet with the Association to justify and clarify the hardship and possible elimination of tuition reimbursement for that year.)

ARTICLE 13 – REDUCTION IN FORCE

- 13.01 A reduction in the number of teaching positions may be necessary because of a return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District, decrease in student enrollment, changes in curricular offerings, financial reasons, or any other reasons provided by O.R.C. §3319.17.
- 13.02 Reduction in force (RIF) does not include: voluntary retirement(s), resignation(s) or leave(s) of absence; staff members who were employed to fill a temporary vacancy; or other means, such a nonrenewal of contract, whereby positions are vacated. Instead, RIF occurs when attrition will not eliminate enough persons or positions. In such cases, the Superintendent will announce that it is necessary to release teachers from employment. This announcement will include the teaching levels and certification areas that might possibly be affected.
- 13.03 Twenty-five (25) calendar days before the Board acts to implement a reduction, the Association President will be informed of the reduction and receive a seniority list. Fifteen (15) days before the Board acts to implement a reduction, the individuals to be reduced will be notified.
- 13.04 Provisions:
- A. In a reduction in force, no preference for seniority shall be given except when making decisions between teachers who have comparable evaluations.
 - B. For the purpose of this Article, comparability will be defined as follows: For the 2014-2015 school year, all OTES and Non-OTES employees will be comparable. For the two (2) years following the 2014-2015 school year, all OTES and Non-OTES employees above a performance rating of ineffective will be considered comparable. Performance ratings do not include student growth measures.
 - C. If the Reduction in Force occurs after May 10 then the current year's performance rating will be used to determine comparability. If the

Reduction in Force occurs prior to May 10, then the previous year's performance rating will be used to determine comparability.

- D. In the case of comparable evaluations, individuals shall be released from the teaching levels and certification areas announced by the Superintendent according to seniority which is the length of continuous service including approved leaves of absence from the date of initial service in the New Philadelphia City Schools. In instances of identical initial service dates, date of employment, years of previous experience, and finally, initial interview date as used for the purpose of hiring shall be considered, respectively.
- E. If a teacher to be released from one certification area or teaching level holds valid certification in another teaching area(s) or level(s), that teacher shall be considered at that area of level.
- F. The order of reduction according to seniority in each teaching level or certification area shall be as follows:
 - 1. Teachers holding temporary certification
 - 2. Fully certificated teachers holding limited contracts
 - 3. Teachers holding continuing contracts
 - 4. Teachers released prior to the completion of a valid contract for the reason specified in ORC §3319.17 shall have their contracts suspended.
- G. In a recall, no preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. In the case of comparable evaluations, teachers unemployed as a result of staff reduction shall be recalled in inverse order of being released.
- H. Teachers affected by reduction in force will remain on the recall list for a period of twenty-four (24) months.
 - 1. Unless the teacher requests that his/her name be removed.
 - 2. Even if the teacher declines a part time position for which he/she is certified.
 - 3. The teacher is re-employed by the New Philadelphia City Schools.
- I. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each teacher to notify the Superintendent's Office of any change of address.

- J. Within seventy-two (72) hours of receipt of a written offer to return to employment, the teacher shall notify, by calling collect if necessary, the Superintendent's office indicating his or her availability to accept the position. Within five (5) days of the receipt of a written offer to return to employment, the teacher shall accept the position. If either of these time limits are not met, it shall be determined that the teacher had declined the position.
- K. Teachers returning to employment after reduction in force shall receive appropriate placement for purposes of salary and other benefits. A teacher whose position has been eliminated and who returns to a vacant position shall have the option of returning to the original position if it is vacant at the time of call back.
- L. Teachers affected by reduction in force shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurances by making monthly payments in advance of the Treasurer. This provision shall exist as long as the teacher is on the recall list.

ARTICLE 14 – PERSONNEL FILES

- 14.01 Teachers shall have the right, upon reasonable notice, to review the materials in their personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement or rebuttal or explanation in his/her file.
- 14.02 All documents included in a teachers file shall be dated and identifiable as to source.
- 14.03 A teacher may request and shall receive one copy of any item in his file, exclusive of confidential letters of recommendation or reference.
- 14.04 Any teacher shall have the opportunity to read any material which may be considered critical or conduct, service, character, or personality before it is placed in the personnel file. A teacher shall acknowledge reading the material by signing the copy to be filed. Signature shall not indicate agreement with the content of the material, but shall only indicate the teachers knowledge that the material exists. The teacher shall have the right to reply to the material placed in the file by a written statement. Such statement shall be attached to the file copy.
- 14.05 A teacher shall be informed of any complaint by a parent, student, or community member which is directed toward them which will become a matter of record and either placed in the teacher's personnel file or used as a part of the evaluation process.

- 14.06 Should a teacher be directed to attend a conference with an administrator and a complaining party, the teacher will receive advance notice of the meeting and its purpose. The teacher will have the right to have a representative at the meeting.
- 14.07 Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.
- 14.08 When a personnel file is reviewed by anyone other than the teacher, the following will occur:
 - 14.081 The teacher will be notified of the request.
 - 14.082 Outdated materials will be removed from the files.
 - 14.083 Social security numbers will be blacked out.

ARTICLE 15 – INSURANCES

- 15.01 The Board will provide a medical insurance plan.
 - 15.011 Effective 2014-15 school year, employees employed by the Board shall pay ten percent (10%) of the premium costs for family or single coverage as designated by the member of the bargaining unit up to seventy-five dollars (\$75.00) per pay.

Effective 2015-2016 and 2016-2017 school years - \$150 deductible and RX B Plan
- 15.02 A medical insurance program with a lifetime maximum of two million dollars (\$2,000,000.00), as well as dental, prescription drug insurance, and term life insurance coverage will be offered. Specifications of each coverage are appended. Second opinion surgery is included.
 - 15.021 Pre-Admission Certification requirement will become effective with the ratification of both parties to this Agreement.
 - 15.0211 Each covered person must obtain a Pre-Admission Certification as follows to receive maximum benefits
 - a) For non-emergency hospital admissions, the Pre-Admission Certification must be obtained prior to admission into the hospital. It is the covered person's responsibility to phone the medical review organization at the number indicated and provide the requested information regarding the proposed hospital admission. Non-emergency hospital admissions shall include any hospital confinement

which was scheduled at least 48 hours prior to actual admission in the hospital.

- b) For emergency hospital admissions, the Certification must be obtained within forty-eight (48) hours after your ability to call and request it.
- c) The medical review organization will then evaluate the physician's treatment plan against locally accepted standards for medical care and will notify the covered person, his physician and the hospital of the outcome of the evaluation. Once the covered person has received the medical review organization's certification of his hospital confinement, his admission may proceed as planned. If, for some reason, the date of admission changes, the medical review organization must be notified as soon as possible.
- d) Benefits will not be payable for additional days in the hospital not certified as medically necessary.

15.0212 Failure to comply with this Pre-Admission Certification Requirement will result in two hundred fifty dollar (\$250) reduction in benefits payable for hospital expenses incurred during a non-certified hospital confinement.

15.0213 The following information will be requested by the medical review organization in order to pre-certify a hospital admission:

- a) name, address, social security number, and age of patient.
- b) employee's name, social security number, and employer.
- c) admission diagnosis, planned procedure and proposed length of stay.
- d) name of the benefits administrator.
- e) name, address, and phone number of the admitting physician and the hospital.

15.022 Pre-existing condition limitations are effective for all employees hired after August 1, 1991.

15.0221 If a member of the bargaining unit or covered dependent have incurred expenses as a result of illness, injury, or related conditions and have consulted with a physician or received medical care, treatment or medication within sixty (60) days prior to employment, no benefits will be payable until ninety (90) calendar days after being a participant in the plan.

15.03 Effective December 1, 2006, over-the-counter copay is zero dollars (\$0.00), generic is five dollars (\$5.00), formulary is fifteen dollars (\$15.00), and non-formulary is twenty-five dollars (\$25.00), which is not applicable to Major Medical. Generic, formulary, and non-formulary shall be twice these amounts for mail order.

15.04 The Board shall purchase group term life insurance for each certificated employee in an amount of fifty thousand dollars (\$50,000). In addition, an equal amount of accidental death and dismemberment coverage will be provided. The Board shall allow individual employees to purchase additional amounts of coverage at group rates provided the number of employees electing to take advantage of this opportunity meets the rules and regulations of the carrier for each purpose.

15.05 Dental Insurance: In reliance upon and consistent with applicable rules and regulations of the insurance carrier pertaining to an effective coverage date of January 1, 1981, the Board shall obtain and make available dental insurance protection for each certificated employee who is a member of the bargaining unit. This dental insurance shall be purchased from a carrier licensed by the State of Ohio and shall contain and provide coverage for preventive dentistry (100% UCR), basic expenses (80% UCR), major expenses (60% UCR) and orthodontia (50% UCR), with a deductible of not more than fifty dollars (\$50.00) per member and one hundred dollars (\$100.00) per family. One thousand dollars five Hundred (\$1,500) maximum per covered person per calendar years. Orthodontia lifetime maximum \$1000.00.

15.06 Part-time employees will proportionally share in the cost of the insurances according to the percentage of time they are employed to work, effective January 1, 1982.

The status of present part-time employees in regard to the payment of the cost of their insurance will remain unchanged.

The only exception will be when a present full-time employee requests part-time employment. This employee will then share in the cost of the insurance benefits.

If the Administration reduces a present full-time employee to part-time employee, the Board will continue to pay the cost of the employee's insurance benefits.

- 15.07 Insurance Benefits for Tutors: Full-time tutors will be granted all insurance benefits starting January 1, 1982. Part-time tutors may purchase insurance benefits by paying in advance the full amount of the monthly insurance premiums.
- 15.08 A committee shall be formed to discuss insurance coverage and/or insurance carrier, there will be at least three (3) NPEA members selected by NPEA President, as teachers representative on the committee.
- 15.09 The Board shall establish a 125 Premium Only Plan for employees.

ARTICLE 16 – PAYROLL AND PAYROLL DEDUCTION

- 16.01 Members of the bargaining unit will receive twenty-six (26) equal biweekly pays over a twelve month period. The first payday shall occur no later than the fifteenth day of work. All employees shall be paid utilizing direct deposit.
- 16.02 A member of the bargaining unit shall be eligible to move to a new salary column upon verification of the completed coursework. The unit member must present proof of earned credits no later than September 15 to receive appropriate placement for the year. The unit member must present proof of earned credits no later than February 15 to receive appropriate placement for the second semester (i.e., 13 remaining pays).

Recognition of credits shall be only from those institutions approved by the Ohio Department of Education.

16.03 Payroll Deductions:

A. Credit Union Deduction

Deductions will be made equally from each paycheck.

B. Dues deduction

Bargaining unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:

1. The Association will submit a written authorization signed by the bargaining unit member for payroll deduction on a form provided by the Association to the Board's treasurer on or before the second (2nd) payroll of any year the bargaining unit member begins payroll deduction under this section that indicates the amount to be deducted for each bargaining unit member and any new authorization form received by the Association. Unless revoked or

changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due a unit member, it shall be the responsibility of the Association to make such refunds. The Association shall indemnify and hold the Board harmless from all claims of excessive, improper dues deductions.

2. The deductions shall be made in twenty-four (24) equal installments (small variance first month acceptable) beginning the month of October and ending the month of August.
3. If a bargaining unit member's employment ends or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check to the extent the final payroll check is sufficient to cover the unpaid balance. If a bargaining unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her next payroll check after the Board's treasurer receives notification of such revocation.
4. Following completion of each deduction, the Board's treasurer shall remit the amount which was deducted to the Association treasurer in check form made payable to the "New Philadelphia Education Association." A list of the bargaining unit members for whom the deductions were made will be included with each check showing the amount deducted for each bargaining unit member.
5. The Association will promptly transmit any authorization from employees hired after the third (3rd) payroll of the school year to the Board's treasurer who shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board's treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual unit member has remaining in his/her pay plan for that contractual year. Current employees submitting new authorizations must do so no later than the third (3rd) payroll of the school year.

C. Miscellaneous Deductions

1. Tax sheltered annuities shall be deducted equally from twenty-four (24) pay checks.
2. United Way shall be deducted equally from twenty (20) pay checks.
3. Additional insurance coverage at the employee's expense shall be deducted equally from twenty-four (24) pay checks.

4. EPAC shall be deducted equally from each pay check.
 5. U.S. Savings Bonds will be deducted from twenty-four (24) pay checks.
 6. The Treasurer will deduct for other reasons upon receipt of at least five requests for that type of deduction. Once at least five employees no longer want the deduction, it will be stopped.
- D. All deductions shall be made at no cost to the member of the bargaining unit. Except tax sheltered annuities started after May 1, 1997. Annuities and deferred compensation started after this date will be charged a one dollar (\$1.00) per month administrative fee.

ARTICLE 17 – SUPPLEMENTAL CONTRACTS AND SALARIES

- 17.01 Supplemental salary position and rates shall be included in the contract. The rate of pay will be based on the BA base for the current contract year.
- 17.02 Qualified bargaining unit members shall be given first priority on all supplemental positions. In the event no qualified bargaining unit members apply, it may be filled in accordance with O.R.C. §3315.53.
- 17.03 Members of the bargaining unit who have held an athletic supplemental contract for either fall or winter sports and who will not be rehired for the same position will be notified by the Superintendent not later than April 15, but prior to the Board meeting where action is taken to hire individuals for extra duty assignments. Members of the bargaining unit holding all other supplementals and who will not be rehired for the same position the following year will be notified by the Superintendent no later than June 30 but prior to the Board meeting where action is taken to hire such individuals for extra duty assignments. However, non-renewal of a supplemental contract by the Board is not required. If additional time is needed, the teacher will receive notice that additional time is needed to make a decision.
- 17.04 It is mutually agreed that the Athletic Director position is a non-bargaining unit administrative position.
- 17.05 The Supplemental Salary schedule follows:

SUPPLEMENTAL SALARY SCHEDULE

2014-2015 THRU 2016-2017

				BASE SALARY		
				2014-15	2015-16	2016-17
				\$31,796	\$32,670	\$33,568
Level	Title	Activity	Percent	Value	Value	Value
1	Head	Football Coach	0.240	\$7,481	\$7,555	\$7,631
1	Head	Basketball Coach - Boys	0.240	\$7,481	\$7,555	\$7,631
1	Head	Basketball Coach - Girls	0.240	\$7,481	\$7,555	\$7,631
1	Director	Marching Band	0.240	\$7,481	\$7,555	\$7,631
2	Head	Wrestling Coach	0.200	\$6,234	\$6,296	\$6,359
2	Director	Physical Fitness	0.200	\$6,234	\$6,296	\$6,359
2	Athletic	Trainer	0.200	\$6,234	\$6,296	\$6,359
3	Director	Elementary Librarian	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Football Varsity	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Basketball - Varsity Boys	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Basketball - Reserve Boys	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Basketball - Varsity Girls	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Basketball - Reserve Girls	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Band * (40 students)	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Band ** (40 students)	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Band *** (55 students)	0.150	\$4,675	\$4,722	\$4,769
3	Assistant	Band **** (70 students)	0.150	\$4,675	\$4,722	\$4,769
3	Head	Baseball Coach	0.150	\$4,675	\$4,722	\$4,769
3	Head	Soccer Coach	0.150	\$4,675	\$4,722	\$4,769
3	Head	Track Coach	0.150	\$4,675	\$4,722	\$4,769
3	Head	Softball Coach	0.150	\$4,675	\$4,722	\$4,769
3	Head	Volleyball Coach	0.150	\$4,675	\$4,722	\$4,769
3	Head	Swim Coach	0.150	\$4,675	\$4,722	\$4,769
4	Assistant	Football Freshman	0.130	\$4,052	\$4,093	\$4,133
4	Assistant	Basketball Freshman Boys	0.130	\$4,052	\$4,093	\$4,133
4	Assistant	Basketball Freshman Girls	0.130	\$4,052	\$4,093	\$4,133
4	Advisor	Delphian Yearbook	0.130	\$4,052	\$4,093	\$4,133
4	Head	High School Choral Activities	0.130	\$4,052	\$4,093	\$4,133
5	Head	Cross Country Boys	0.100	\$3,117	\$3,148	\$3,180

				BASE SALARY		
				2014-15	2015-16	2016-17
				\$31,796	\$32,670	\$33,568
Level	Title	Activity	Percent	Value	Value	Value
5	Head	Cross Country Girls	0.100	\$3,117	\$3,148	\$3,180
5	Head	Golf Boys	0.100	\$3,117	\$3,148	\$3,180
5	Head	Golf Girls	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	JV Soccer	0.100	\$3,117	\$3,148	\$3,180
5	Head	Tennis Coach Boys	0.100	\$3,117	\$3,148	\$3,180
5	Head	Tennis Coach Girls	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	Wrestling-Varsity	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	Soccer Boys	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	Soccer Girls	0.100	\$3,117	\$3,148	\$3,180
5	Electric	Equipment Manager	0.100	\$3,117	\$3,148	\$3,180
5	Director	Color Guard	0.100	\$3,117	\$3,148	\$3,180
5	Assistant	Volleyball	0.100	\$3,117	\$3,148	\$3,180
5	Advisor	Cheerleading-Varsity	0.100	\$3,117	\$3,148	\$3,180
5	Advisor	Kaleidoscope	0.100	\$3,117	\$3,148	\$3,180
5	Advisor	QT	0.100	\$3,117	\$3,148	\$3,180
5	Advisor	Drumline	0.100	\$3,117	\$3,148	\$3,180
5	Director	Band (Steel Drum)	0.100	\$3,117	\$3,148	\$3,180
6	Assistant	Baseball	0.090	\$2,805	\$2,833	\$2,862
6	Assistant	JV Baseball	0.090	\$2,805	\$2,833	\$2,862
6	Assistant	Track-Varsity Boys	0.090	\$2,805	\$2,833	\$2,862
6	Assistant	Track-Varsity Girls	0.090	\$2,805	\$2,833	\$2,862
6	Assistant	Softball	0.090	\$2,805	\$2,833	\$2,862
7	7th Grade	Football	0.085	\$2,649	\$2,676	\$2,703
7	8th Grade	Football	0.085	\$2,649	\$2,676	\$2,703
7	7th Grade	Basketball Boys	0.085	\$2,649	\$2,676	\$2,703
7	8th Grade	Basketball Boys	0.085	\$2,649	\$2,676	\$2,703
7	7th Grade	Basketball Girls	0.085	\$2,649	\$2,676	\$2,703
7	8th Grade	Basketball Girls	0.085	\$2,649	\$2,676	\$2,703
7	Director	Equipment Manager	0.085	\$2,649	\$2,676	\$2,703
7	Advisor	High School Student Council	0.085	\$2,649	\$2,676	\$2,703
7	Advisor	Cheerleading-JV	0.085	\$2,649	\$2,676	\$2,703
8	Assistant	QT Assistant	0.080	\$2,494	\$2,518	\$2,544

				BASE SALARY		
				2014-15	2015-16	2016-17
				\$31,796	\$32,670	\$33,568
Level	Title	Activity	Percent	Value	Value	Value
8	Director	H.S. Musical Director	0.080	\$2,494	\$2,518	\$2,544
8	Director	M.S. Musical Director	0.080	\$2,494	\$2,518	\$2,544
9	Director	Theatrical Production	0.075	\$2,338	\$2,361	\$2,385
10	Freshman	Baseball Freshman	0.070	\$2,182	\$2,204	\$2,226
10	Freshman	Softball Freshman	0.070	\$2,182	\$2,204	\$2,226
10	Freshman	Volleyball Freshman	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Tennis Boys	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Tennis Girls	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Golf Varsity	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Wrestling Middle School	0.070	\$2,182	\$2,204	\$2,226
10	Assistant	Swim Coach Boys/Girls	0.070	\$2,182	\$2,204	\$2,226
11	Director	Concert Band	0.065	\$2,026	\$2,046	\$2,067
11	Advisor	Cheerleading Freshman	0.065	\$2,026	\$2,046	\$2,067
12	Head	MS Cross Country Boys	0.055	\$1,714	\$1,731	\$1,749
12	Head	MS Cross Country Girls	0.055	\$1,714	\$1,731	\$1,749
12	Head	MS Track Girls	0.055	\$1,714	\$1,731	\$1,749
12	Head	Volleyball-7th grade	0.055	\$1,714	\$1,731	\$1,749
12	Head	Volleyball-8th grade	0.055	\$1,714	\$1,731	\$1,749
12	Head	MS Track Boys	0.055	\$1,714	\$1,731	\$1,749
12	Dept. Head	High School	0.055	\$1,714	\$1,731	\$1,749
12	Team Leaders	Middle School	0.055	\$1,714	\$1,731	\$1,749
13	Advisor	Cheerleading-7th grade	0.050	\$1,558	\$1,574	\$1,590
13	Advisor	Cheerleading-8th grade	0.050	\$1,558	\$1,574	\$1,590
14	Advisor	Junior Class	0.045	\$1,403	\$1,417	\$1,431
14	Coordinator	MS Sci Fair/Sci Olympiad	0.045	\$1,403	\$1,417	\$1,431
14	Advisor	MS Student Council	0.045	\$1,403	\$1,417	\$1,431
15	Advisor	Senior Class	0.040	\$1,247	\$1,259	\$1,272
15	Advisor	Sophomore Class	0.040	\$1,247	\$1,259	\$1,272
15	Advisor	Freshman Class	0.040	\$1,247	\$1,259	\$1,272
15	Assistant	MS Musical Production	0.040	\$1,247	\$1,259	\$1,272
15	Assistant	HS Musical Production	0.040	\$1,247	\$1,259	\$1,272
15	Advisor	MS Band	0.040	\$1,247	\$1,259	\$1,272

				BASE SALARY		
				2014-15	2015-16	2016-17
				\$31,796	\$32,670	\$33,568
Level	Title	Activity	Percent	Value	Value	Value
15	Committee	L.P.D.C.	0.040	\$1,247	\$1,259	\$1,272
16	Advisor	Drama Club	0.035	\$1,091	\$1,102	\$1,113
16	Assistant	Theatrical Production	0.035	\$1,091	\$1,102	\$1,113
16	Coordinator	Video Production QTV	0.035	\$1,091	\$1,102	\$1,113
16	Advisor	Science Club	0.035	\$1,091	\$1,102	\$1,113
16	Advisor	Academic Challenge	0.035	\$1,091	\$1,102	\$1,113
16	Coordinator	Special Olympics	0.035	\$1,091	\$1,102	\$1,113
16	Head	MS Golf Coach	0.035	\$1,091	\$1,102	\$1,113
16	Advisor	MS Percussion Ensemble	0.035	\$1,091	\$1,102	\$1,113
16	Advisor	MS Jazz Band	0.035	\$1,091	\$1,102	\$1,113
17	Director	Jazz Band	0.030	\$935	\$944	\$954
17	Director	MS Year Book	0.030	\$935	\$944	\$954
17	Advisor	MS Choir	0.030	\$935	\$944	\$954
18	Advisor	Echo	0.025	\$779	\$787	\$795
18	Accompanist	HS/MS	0.025	\$779	\$787	\$795
18	Coordinator	Science Olympiad	0.025	\$779	\$787	\$795
19	Accompanist	HS Theatrical	0.020	\$623	\$630	\$636
19	Accompanist	MS Theatrical	0.020	\$623	\$630	\$636
19	Technician	Theatrical 1 per play up to 3	0.020	\$623	\$630	\$636
19	Director	Musical Orchestra	0.020	\$623	\$630	\$636
19	Advisor	National Honor Society	0.020	\$623	\$630	\$636
21	Advisor	H.S. Renaissance	0.010	\$312	\$315	\$318
21	High School	Activity	0.010	\$312	\$315	\$318
21	Middle School	Activity	0.010	\$312	\$315	\$318
21	Chaperones	Washington D.C. Trip	0.010	\$312	\$315	\$318
21	Elementary	Music	0.010	\$312	\$315	\$318

ARTICLE 18 – SUMMER SCHOOL

- 18.01 Teachers may indicate their interest in teaching summer school courses by completing a form and submitting it to the Superintendent's office no later than May 1st. Full-time certified employees will be hired first for summer school assignments with the final decision being made by the Superintendent or his/her designee. Teachers will be notified by May 20th as to whether or not they will be teaching summer school

ARTICLE 19 – MILEAGE REIMBURSEMENT

- 19.01 The Board shall pay mileage reimbursement at the rate of fifty (50) cents per mile to all people who are on professional business.

ARTICLE 20 – SUBSTITUTE TEACHERS

- 20.01 The same effort will be made by the administration to secure a substitute teacher for a regular classroom teacher absent from class. In those instances when a substitute teacher is unavailable, regular classroom teachers may be asked to substitute for another teacher. Should this situation arise, the regular classroom teacher shall be reimbursed at twenty-five dollars (\$25.00) per period for each class covered. This reimbursement applies to both elementary and secondary levels and includes situations that may arise out of the absence of specialists (Elementary Art, Music and Physical Education).

ARTICLE 21 – STRS PICKUP

- 21.01 "Pick-up" of the employee's contribution to the State Teacher's Retirement System (STRS).
- A. The Treasurer of the Board shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.
 - B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be Payable by the Board in two (2) parts: (1) deferred salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- F. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pick-up" shall apply to all payroll payments commencing with the 1984-85 school year.
- H. The current taxation or deferred taxation of the pick-up is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.
- I. Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this Agreement by the Board.

ARTICLE 22 – RESIDENT EDUCATOR PROGRAM

A. Definitions:

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

- 1. Resident Educator Program - The four (4)-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

2. "Mentor" - A mentor is a teacher trained and selected to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.
3. Resident Educator - A resident educator is a teacher employed under a resident educator license.
4. Resident Educator Program Coordinator(s) - person(s) who is/are selected by a school/district to manage the Resident Educator Program.

B. Program Development and Screening Committee

A committee comprised of three (3) teachers appointed by the Association and two (2) administrators shall meet to develop the Resident Educator Program and shall also act as a screening committee to select teachers who will act as Mentor teachers. The Chairperson will be elected at the first meeting and serve for the remainder of that school year. To meet, three-fifths ($\frac{3}{5}$) of the members of the committee must be present. The Committee shall act by majority vote.

Teacher committee members shall be paid at the hourly rate for committee work, which is performed outside of the workday.

C. Selection Process and Criteria for Mentor Teachers

The Screening Committee will develop an application form for self-nomination as well as one for nomination by peers. The Nomination forms for Mentor teacher position(s) will be given to each member of the bargaining unit.

To be considered, applicants must meet selection criteria and must be volunteers (either through self-nomination or nomination by peers).

Criteria for Selection:

1. The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience in the district.
2. The applicant/nominee must have demonstrated above average teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screening committee to review the application/nominee's evaluations. The committee shall predetermine the criteria for "above average teaching performance" and shall determine whether an applicant's teaching performance has met that criteria.
3. The applicant/nominee must hold a valid teaching certificate and must currently be teaching in the same area of certification as the entry-year teacher. If such an applicant/nominee is not available, the committee will

waive this criteria so that the entry year teacher will have a mentor who meets the other criteria listed in this section.

4. The applicant/nominee must have demonstrated the ability to work cooperatively and effectively with the professional staff members.
5. The applicant/nominee may be asked to complete an interview with the committee.
6. The applicant/nominee must have extensive knowledge of a variety of classroom management and instructional techniques.
7. The applicant/nominee must have the ability to maintain confidentiality.

D. Responsibilities:

The Mentor Teacher, in concert with the resident educator, shall develop a program of professional support for the resident educator. Such plan shall focus on skill enhancement. Each resident educator shall be given an initial orientation on the following matters:

1. The pupils and community to be served;
2. School policies, procedures, and routines, and copies of the collective bargaining agreement between the Association and Board of Education;
3. Courses of study, competency-based education program, and responsibilities or lesson plans;
4. The layout and facilities of the assigned school building or buildings;
5. The nature of the resident educator program which will be provided; and
6. Additional information an entry-year person may need to be adequately prepared for a specific assignment.

Each resident educator shall be provided with the following:

1. Assistance in acquiring knowledge of this school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
2. Assistance with management tasks identified as especially difficult for resident educator; and
3. Assistance in the improvement of instructional skills and classroom management.

4. The opportunity to consult/observe other teachers both within and outside the district.

E. Mentor Training:

Mentors shall be provided with the following:

1. An orientation to mentoring responsibilities;
2. Training in knowledge and skills necessary to perform mentoring responsibilities; and
3. Opportunities to consult with and otherwise assist the assigned resident educators on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

F. Restrictions:

1. A program of professional support mutually developed by the mentor teacher and resident educator shall not be developed or utilized as a part of the evaluation process.
2. No mentor teacher shall participate in any informal or formal evaluation of a resident educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a resident educator or in any way provide evidence against any bargaining unit member.
3. All interaction, written or oral, between the mentor teacher and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from the role as mentor teacher.
4. No mentor teacher shall be assigned to more than one (1) resident educator at a time during a school year, unless no other mentor is available.

G. Protections:

1. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decision.
2. No resident educator shall be required to remain in a resident educator program for a period longer than four (4) school years.

3. Not later than six (6) weeks after the initiation of the Resident Educator Program, the resident educator may exercise the option to have a new mentor teacher assigned.
4. Not later than six (6) weeks after the initiation of the Resident Educator Program, the mentor teacher may exercise the option of asking for a change in assignment with a new resident educator.
5. All evaluations of the resident educator shall be made by the assigned credentialed evaluator.

H. Compensation:

The mentor teacher shall be compensated in the following manner:

1. Released from all other classroom teaching responsibilities for up to a total of three (3) days during the normal work year. These days will be determined by the mentor, resident educator and the principal. The building principal will be notified in advance of the released day/half-day schedule.
2. In addition, he/she shall receive a supplemental contract which equals one thousand five hundred dollars (\$1500.00).

ARTICLE 23 – SALARY

23.01 The salary schedule effective August 1, 2014 – July 31, 2015, will have a B.A. (0) salary of thirty-one thousand, seven hundred ninety-six dollars (\$31,796) [zero percent (0%)] applied to the index and shown in Article 23.04 and for any bargaining unit member not eligible for a step in 2014-2015, s/he will receive a one (1)-time seven hundred fifty dollar (\$750.00) stipend to be paid on the second (2nd) pay in October.

The salary schedule effective August 1, 2015 – July 31, 2016, will have a B.A. (0) salary of thirty-two thousand, six hundred seventy dollars (\$32,670) [two and three-quarter percent (2.75%)] applied to the index and shown in Article 23.05.

The salary schedule effective August 1, 2016 – July 31, 2017 will have a B.A. (0) salary of thirty-three thousand, five hundred sixty-eight dollars (\$33,568) [two and three-quarter percent (2.75%)] applied to the index as shown in Article 23.06.

23.02 Definition of Columns

23.021 Non-Degree

No accredited college or university has granted a degree.

23.022 B.A.

Bachelor Degree from an accredited college or university.

23.023 BA+18

The attainment of eighteen (18) hours more than the minimum required for the granting of a Bachelor Degree. These hours must be earned subsequent to the granting of the degree. However, the hours may be either undergraduate or graduate level.

23.024 M.A.

Master Degree from an accredited college or university.

23.025 M.A.+15

Fifteen (15) graduate level semester hours earned subsequent to the granting of the Masters from an accredited college or university which are applicable toward maintaining current certification or adding certification.

23.026 M.A.+30

Thirty (30) graduate level semester hours earned subsequent to the granting of a Masters from an accredited college or university which are applicable toward maintaining current certification or adding certification.

23.03 Beginning with the 2014-15 school year, tutors shall be paid at the rate of twenty dollars and ninety-three cents (\$20.93) per hour.

Tutors will receive an additional twenty-five (25) cents per hour after five (5) years' experience.

INDEX

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY INDEX

	ND	BA	BA+18	MA	MA+15	MA+30
0	0.8500	1.0000	1.0400	1.0842	1.1289	1.1755
1	0.8900	1.0375	1.0816	1.1289	1.1755	1.2240
2	0.9300	1.0764	1.1249	1.1755	1.2240	1.2745
3	0.9700	1.1168	1.1699	1.2240	1.2745	1.3270
4	1.0100	1.1587	1.2167	1.2745	1.3270	1.3818
5	1.0500	1.2021	1.2653	1.3270	1.3818	1.4388
6	1.0900	1.2472	1.3159	1.3818	1.4388	1.4981
7	1.1300	1.2939	1.3686	1.4388	1.4981	1.5599
8	1.1800	1.3425	1.4233	1.4981	1.5599	1.6243
9	1.2300	1.3928	1.4802	1.5599	1.6243	1.6913
10	1.2800	1.4450	1.5395	1.6243	1.6913	1.7610
11	1.2800	1.4992	1.6010	1.6913	1.7610	1.8337
12	1.2800	1.5555	1.6651	1.7610	1.8337	1.9093
13	1.2800	1.5555	1.6651	1.8338	1.9093	1.9881
14	1.2800	1.5555	1.6651	1.8338	1.9093	1.9881
15	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
16	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
17	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
18	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
19	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
20	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
21	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
22	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
23	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
24	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
25	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
26	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
27	1.3800	1.6749	1.8016	1.9889	2.0709	2.1564
28	1.3800	1.6749	1.8016	1.9889	2.0709	2.1564
29	1.3800	1.6749	1.8016	1.9889	2.0709	2.1564
30	1.4000	1.6949	1.8216	2.0089	2.0909	2.1764
31	1.4000	1.6949	1.8216	2.0089	2.0909	2.1764
32	1.4200	1.7149	1.8416	2.0289	2.1109	2.1964

23.04 Salary Schedule 2014-2015

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2014-15 SCHOOL YEAR

BASE	31,796.00					
STEPS	ND	BA	BA+18	MA	MA+15	MA+30
0	27,027	31,796	33,068	34,473	35,895	37,376
1	28,298	32,988	34,391	35,895	37,376	38,918
2	29,570	34,225	35,767	37,376	38,918	40,524
3	30,842	35,510	37,198	38,918	40,524	42,193
4	32,114	36,842	38,686	40,524	42,193	43,936
5	33,386	38,222	40,231	42,193	43,936	45,748
6	34,658	39,656	41,840	43,936	45,748	47,634
7	35,929	41,141	43,516	45,748	47,634	49,599
8	37,519	42,686	45,255	47,634	49,599	51,646
9	39,109	44,285	47,064	49,599	51,646	53,777
10	40,699	45,945	48,950	51,646	53,777	55,993
11	40,699	47,669	50,905	53,777	55,993	58,304
12	40,699	49,459	52,944	55,993	58,304	60,708
13	40,699	49,459	52,944	58,308	60,708	63,214
14	40,699	49,459	52,944	58,308	60,708	63,214
15	40,699	50,384	54,002	59,506	61,961	64,517
16	40,699	50,384	54,002	59,506	61,961	64,517
17	40,699	50,384	54,002	59,506	61,961	64,517
18	40,699	50,384	54,002	59,506	61,961	64,517
19	40,699	50,384	54,002	59,506	61,961	64,517
20	42,289	52,273	56,161	61,961	64,517	67,179
21	42,289	52,273	56,161	61,961	64,517	67,179
22	42,289	52,273	56,161	61,961	64,517	67,179
23	42,289	52,273	56,161	61,961	64,517	67,179
24	42,289	52,273	56,161	61,961	64,517	67,179
25	42,289	52,273	56,161	61,961	64,517	67,179
26	42,289	52,273	56,161	61,961	64,517	67,179
27	43,878	53,255	57,284	63,239	65,846	68,565
28	43,878	53,255	57,284	63,239	65,846	68,565
29	43,878	53,255	57,284	63,239	65,846	68,565
30	44,514	53,891	57,920	63,875	66,482	69,201
31	44,514	53,891	57,920	63,875	66,482	69,201
32	45,150	54,527	58,556	64,511	67,118	69,837

23.05 Salary Schedule 2015-2016

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2015-16 SCHOOL YEAR

BASE	\$32,670.00					
STEP	ND	BA	BA+18	MA	MA +15	MA +30
0	27,770	32,670	33,977	35,421	36,881	38,404
1	29,076	33,895	35,336	36,881	38,404	39,988
2	30,383	35,166	36,750	38,404	39,988	41,638
3	31,690	36,486	38,221	39,988	41,638	43,353
4	32,997	37,855	39,750	41,638	43,353	45,143
5	34,304	39,273	41,337	43,353	45,143	47,006
6	35,610	40,746	42,990	45,143	47,006	48,943
7	36,917	42,272	44,712	47,006	48,943	50,962
8	38,551	43,859	46,499	48,943	50,962	53,066
9	40,184	45,503	48,358	50,962	53,066	55,255
10	41,818	47,208	50,295	53,066	55,255	57,532
11	41,818	48,979	52,305	55,255	57,532	59,907
12	41,818	50,818	54,399	57,532	59,907	62,377
13	41,818	50,818	54,399	59,910	62,377	64,951
14	41,818	50,818	54,399	59,910	62,377	64,951
15	41,818	51,769	55,487	61,142	63,664	66,291
16	41,818	51,769	55,487	61,142	63,664	66,291
17	41,818	51,769	55,487	61,142	63,664	66,291
18	41,818	51,769	55,487	61,142	63,664	66,291
19	41,818	51,769	55,487	61,142	63,664	66,291
20	43,451	53,709	57,705	63,664	66,291	69,025
21	43,451	53,709	57,705	63,664	66,291	69,025
22	43,451	53,709	57,705	63,664	66,291	69,025
23	43,451	53,709	57,705	63,664	66,291	69,025
24	43,451	53,709	57,705	63,664	66,291	69,025
25	43,451	53,709	57,705	63,664	66,291	69,025
26	43,451	53,709	57,705	63,664	66,291	69,025
27	45,085	54,719	58,858	64,977	67,656	70,450
28	45,085	54,719	58,858	64,977	67,656	70,450
29	45,085	54,719	58,858	64,977	67,656	70,450
30	45,738	55,372	59,512	65,631	68,310	71,103
31	45,738	55,372	59,512	65,631	68,310	71,103
32	46,391	56,026	60,165	66,284	68,963	71,756

23.06 Salary Schedule 2016-2017

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2016-17 SCHOOL YEAR

BASE	33,568.00					
STEP	ND	BA	BA+18	MA	MA +15	MA +30
0	28,533	33,568	34,911	36,394	37,895	39,459
1	29,876	34,827	36,307	37,895	39,459	41,087
2	31,218	36,133	37,761	39,459	41,087	42,782
3	32,561	37,489	39,271	41,087	42,782	44,545
4	33,904	38,895	40,842	42,782	44,545	46,384
5	35,246	40,352	42,474	44,545	46,384	48,298
6	36,589	41,866	44,172	46,384	48,298	50,288
7	37,932	43,434	45,941	48,298	50,288	52,363
8	39,610	45,065	47,777	50,288	52,363	54,525
9	41,289	46,754	49,687	52,363	54,525	56,774
10	42,967	48,506	51,678	54,525	56,774	59,113
11	42,967	50,325	53,742	56,774	59,113	61,554
12	42,967	52,215	55,894	59,113	61,554	64,091
13	42,967	52,215	55,894	61,557	64,091	66,737
14	42,967	52,215	55,894	61,557	64,091	66,737
15	42,967	53,192	57,012	62,823	65,414	68,113
16	42,967	53,192	57,012	62,823	65,414	68,113
17	42,967	53,192	57,012	62,823	65,414	68,113
18	42,967	53,192	57,012	62,823	65,414	68,113
19	42,967	53,192	57,012	62,823	65,414	68,113
20	44,645	55,186	59,291	65,414	68,113	70,922
21	44,645	55,186	59,291	65,414	68,113	70,922
22	44,645	55,186	59,291	65,414	68,113	70,922
23	44,645	55,186	59,291	65,414	68,113	70,922
24	44,645	55,186	59,291	65,414	68,113	70,922
25	44,645	55,186	59,291	65,414	68,113	70,922
26	44,645	55,186	59,291	65,414	68,113	70,922
27	46,324	56,223	60,476	66,763	69,516	72,386
28	46,324	56,223	60,476	66,763	69,516	72,386
29	46,324	56,223	60,476	66,763	69,516	72,386
30	46,995	56,894	61,147	67,435	70,187	73,057
31	46,995	56,894	61,147	67,435	70,187	73,057
32	47,667	57,566	61,819	68,106	70,859	73,729

ARTICLE 24 – INSTRUCTIONAL ASSISTANTS

- 24.01 If a kindergarten class size exceeds twenty-five (25) students, then a two (2) hour instructional assistant will be assigned to that class daily. If a kindergarten class size is thirty (30) or more students, then a five (5) hour instructional assistant will be assigned to that class daily. If an elementary classroom in Grade 1 exceeds twenty-six (26) students, a two (2) hour instruction assistant will be assigned to that class daily. If an elementary classroom in grades 2-5 exceeds thirty (30) students, then a two (2) hour instructional assistant will be assigned to that class daily. The October EMIS count will be used as the official class number.
- 24.02 If financial conditions exist which would cause a reduction in the number of instructional assistants, the reduction will commence with Grade 5 and move in descending order through the remaining grade levels.
- 24.03 If financial conditions exist which would make this employment a hardship on the district, the administration agrees to meet with the Association to justify and clarify the hardship and possible elimination of instructional assistants for that year.

ARTICLE 25 – ASSOCIATION-ADMINISTRATION MEETINGS

- 25.01 Monthly Labor Management meetings between the representatives of the Association appointed by the Association President and representatives of the Administration appointed by the Superintendent may be held to review common concerns affecting the total educational program and policies affecting the professional personnel. The committee will be comprised of up to five (5) members per team. When possible, Labor Management Committee members from both the Association and the Administration will be representative of Elementary, Middle, and High School. Any items of concern to be discussed at such meeting should be forwarded to the Superintendent or Association President prior to the scheduled meeting date, and where practical, by the Friday preceding the scheduled meeting date. When requested, these meetings shall be held on the third Tuesday of each month during the school year. Prior to the commencement of school, a meeting maybe held on a mutually acceptable date.
- 25.02 Building Committees will be created in an effort to foster communication between the Administration and bargaining unit members at the building level; the Committees shall consist of representatives from each building and their respective building administrators. The Superintendent may from time to time participate in such committee meetings. The main functions of the Committee will be to confer on matters of mutual concern; to keep both parties informed of changes and developments; to discuss matters pertaining to education related issues; to confer over potential problems in an effort to keep such matters from becoming major in scope.

- A. Bargaining unit representatives shall be elected by all bargaining unit members from their respective buildings. Each elementary building will elect two (2) representatives, the middle school will elect three (3) representatives, and the high school will elect five (5) representatives. No such representative of the Committee shall serve more than two successive years on this Committee.
- B. The Committee will meet no more than once a month unless additional meetings are mutually agreed to; such meeting will be held between Monday through Friday either before or after school hours.
- C. Any items of concern to be discussed at such meeting should be forwarded to the Principal or bargaining unit representatives at least two (2) work days prior to the established meeting dates.
- D. Prior to the commencement of school, a meeting may be held on a mutually acceptable date.

ARTICLE 26 – PARENT-TEACHER CONFERENCES

- 26.01 Bargaining unit members will participate in four (4) Parent Teacher conferences annually for three and one-half (3½) hours per conference. The first conference will occur at or before the first midterm of the designated grading period. The 2nd, 3rd, and 4th conferences will occur at the most appropriate time for effective communication at the 6-12 middle/high school building(s) or K-5 elementary building(s). Building staff will meet and discuss to determine the date(s)/time(s) of Parent Teacher conferences.
- 26.02 The total number of hours for conferences will not exceed the regular teacher work day.
- 26.03 Bargaining unit members (K-12) with building administrators will be jointly responsible with office staff for scheduling conference times with parents by mail or telephone.
- 26.04 Bargaining unit members are to be present even if no conferences are scheduled equal to the teacher work day. Teachers are to be engaged in professional activities within the building.
- 26.05 Pre-K teachers will meet with his/her building administrator to mutually determine the type of event(s)/schedule of event(s) to meet the requirement of hours designated to parent teacher conferences in this Article.

ARTICLE 27 – JOB DESCRIPTIONS

- 27.01 Job descriptions for positions currently filled will be developed within ninety (90) calendar days by the association, the person(s) currently holding the position and

the administrator responsible for supervising the persons. If not, the association job description will be presented to the Board.

27.02 Job descriptions for positions not currently filled or newly created shall be written by an administrator appointed by the Superintendent and a representative designated by the Association, will become a part of this agreement, and be established by the Board.

27.03 Compensation for any supplemental position must be bargained by the Association and the Board.

ARTICLE 28 – TUITION WAIVER

A bargaining unit member who lives outside the district may enroll his/her child (children) prior to the beginning of the school year in the New Philadelphia School District. No tuition cost will be assessed to the bargaining unit member. The bargaining unit member will complete open enrollment forms if applicable. However, the District shall not be responsible for the costs associated with post-secondary enrollment of a child enrolled under this provision.

ARTICLE 29 – DRUG FREE WORKPLACE

29.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

29.02 The manufacturing, distributing and/or dispensing of any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment as according to Ohio Revised Code §3319.16 and §3319.161.

29.03 The conviction, guilty or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in an activity related to work or the workplace shall be sufficient grounds to require the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.

ARTICLE 30 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

30.01 The New Philadelphia City Schools Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. The Committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

30.02 The LPDC shall develop by-laws of operation which will oversee and review professional development plans for course work, continuing education units (CEU's), and/or other equivalent activities.

- 30.03 The term of office for members serving on the committee shall be two (2) years.
- 30.04 A. The committee shall be comprised of eight (8) members as follows:
- Five (5) classroom teachers
 - Three (3) administrators
- B. The five (5) teacher members shall be appointed by the Association president. The three (3) administrative appointments shall be made by the Superintendent.
- C. In the event of a vacancy, the committee member shall be replaced in accordance with Section 30.04 (B) above.
- 30.05 The committee chairperson and secretary/recorder shall be determined by the majority vote of the committee members.
- 30.06 The District Local Professional Development Committee members shall determine the frequency, time, and place of meetings within the following parameters:
- A. The number of release day meetings in any one year shall be kept to a minimum.
 - B. Attendance at any meetings scheduled for after school or in the summer shall be compensated at a rate equal to the hourly per diem of the teacher's base salary for up to twenty (20) hours per year. The LPDC shall be paid at Level 15 of the Supplemental Salary Schedule.
- 30.07 All district educators who are not working under a permanent certificate will prepare an Individual Professional Development Plan to address their personal, professional, and assignment goals as they relate to students, grade level and assignment, building, district, regional and our state expectations for performance.
- 30.08 The LPDC shall approve all CEU programs, course work for all licensed employees as included by statute, as well as other activities that may provide CEU's; and the LPDC shall establish and/or approve the criteria for the above programs.
- 30.09 A teacher may appeal the decision of the LPDC consistent with the Appeals Process determined in the by-laws of operation.

ARTICLE 31 – EMPLOYMENT OF RETIRED TEACHERS

This provision shall only be in effect for the term of this Agreement.

- 31.01 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Agreement, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- 31.02 A Retiree shall be paid at the Bachelors - 5 years salary step level, if Bachelors, and the Masters - 5 years salary step level, if Masters, regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.
- 31.03 A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Section 8.03 of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §3319.11 and §3319.111.
- 31.04 A Retiree shall accumulate and may use sick leave in accordance with Article 7 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 11 of the Negotiated Agreement upon conclusion of employment as a Retiree.
- 31.05 A Retiree shall not be entitled to participate in insurances provided to bargaining unit members under Article 15 of the Negotiated Agreement.
- 31.06 A Retiree shall not accumulate seniority in the bargaining unit.
- 31.07 The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, seniority and severance pay.

ARTICLE 32 – DURATION AND INTENT OF AGREEMENT

- 32.01 There shall be no negotiations between parties except as provided by this Agreement.
- 32.02 If any provision of the total agreement or any application of the total agreement shall be found contrary to law, the parties shall meet within ten (10) days of a request by either party to determine the extent, if any, to which changes must be made.
- 32.03 Both parties and their constituents agree to comply with the provisions of the contract.
- 32.04 The Agreement has been negotiated in good faith by the above mentioned parties and shall become effective August 1, 2014 and shall remain in effect through July 31, 2017.
- 32.05 This document represents the total agreement between the parties.

FOR THE ASSOCIATION

Chie Rippeth
President

[Signature]
Vice-President

Terrie Golec
Secretary

[Signature]
Treasurer

9-16-14
Date

FOR THE BOARD

[Signature]
Superintendent

[Signature]
Board President

[Signature]
Treasurer

Date

APPENDIX A – SCHEDULE OF BENEFITS

NEW PHILADELPHIA CITY SCHOOLS

Effective 2014-2015 School Year

	NETWORK	NON-NETWORK
Lifetime Maximum Per Person	\$2,000,000.00 (Network and Non-Network combined)	
Deductible		
Single	\$100.00	\$200.00
Family	\$200.00	\$400.00
Out-of-Pocket (excluding deductible)		
Single	\$250.00	\$650.00
Family	\$250.00	\$1,050.00
<i>If Preadmission Hospital Certification is not utilized, your benefits under the plan will be reduced by \$250.00</i>		
Maximum Daily Room Charge	90%	80% R&C
Private Room Rate	90%	80% R&C
Inpatient Miscellaneous Charges and Inpatient Physician Visits	90%	80% R&C
Preadmission Testing	100% (Deductible does not apply)	100% R&C (Deductible does not apply)
Diagnostic X-ray and Lab	90%	80% R&C
Consultation Expenses	90%	80% R&C
Surgical Expense Benefits	90%	80% R&C
Outpatient Surgery and Facility	100% (Deductible does not apply)	100% R&C (Deductible does not apply)
Durable Medical Equipment	90%	80% R&C
Inpatient/Outpatient Anesthesia	90%	80% R&C
Ambulance Services	90%	80% R&C
Emergency Accident Treatment	90%	80% R&C
Supplemental Accident Benefit: 100% of the first \$300.00, then deductible, then payable at:	90%	80% R&C
Emergency Illness Treatment	90%	80% R&C
Physician Office Visits	\$10.00 copay then 100%	80% R&C
Therapy Services	90%	80% R&C
Chiropractic Care (Calendar Year Maximum: \$1,200.00)	90%	80% R&C
Skilled Nursing Care (Maximum: 120 days per confinement)	90%	80% R&C
Home Health Care (Calendar Year Maximum: 120 visits)	90%	80% R&C
Hospice Care (Lifetime Maximum: 180 days)	90%	80% R&C
Organ Transplants	90%	80% R&C

	NETWORK	NON-NETWORK
Mental Nervous Disorders		
Inpatient: (Calendar Year Maximum: 45 days)	90%	80% R&C
Outpatient: (Calendar Year Maximum: 12 days)	90%	80% R&C
Alcohol & Substance Abuse		
Inpatient: (Calendar Year Maximum: 45 days)	90%	80% R&C
Outpatient: (Calendar Year Maximum: \$1,200.00)	80%	80% R&C
(Maximum allowed per visit: \$45.00)		
Wellness Benefits		
Mammogram	\$10.00 copay then 100%	80% R&C
Pap Smear (Limited to 1 per Calendar Year)	90%	80% R&C
OB/GYN Exam (Limited to 1 per Calendar Year)	\$10.00 copay then 100%	80% R&C
Prostate Exam (Limited to 1 per Calendar Year)	\$10.00 copay then 100%	80% R&C
Well Child Care (includes immunizations)		
Birth to Age One(Lifetime Maximum: \$500.00)	\$10.00 copay then 100%	80% R&C
Age 1 to Age 9 (Calendar Year Maximum: \$150.00)	\$10.00 copay then 100%	80% R&C
Prescription – Retail Copays	OTC \$0/Generic \$5/Formulary \$15/Non-Formulary \$25	
Prescription – Mail Order Copays	Generic \$10/Formulary \$30/Non-Formulary \$50	

SCHEDULE OF BENEFITS

NEW PHILADELPHIA CITY SCHOOLS

Effective 2015-2016 and 2016-17 School Years

	NETWORK	NON-NETWORK
Lifetime Maximum Per Person		
Deductible		
Single	\$150.00	\$300.00
Family	\$300.00	\$600.00
Out-of-Pocket (excluding deductible)		
Single	\$500.00	\$1,000.00
Family	\$1,000.00	\$2,000.00
<i>If preadmission Hospital certification is not utilized, your benefits under the plan will be reduced by \$250.00</i>		
Maximum Daily Room Charge	90%	80% R&C
Private Room Rate	90%	80% R&C
Inpatient Miscellaneous Charges and Inpatient Physician Visits	90%	80% R&C
Preadmission Testing	100% (Deductible does not apply)	100% R&C (Deductible does not apply)
Diagnostic X-ray and Lab	90%	80% R&C
Consultation Expenses	90%	80% R&C
Surgical Expense Benefits	90%	80% R&C
Outpatient Surgery and Facility	100% (Deductible does not apply)	100% R&C (Deductible does not apply)
Durable Medical Equipment	90%	80% R&C
Inpatient/Outpatient Anesthesia	90%	80% R&C
Ambulance Services	90%	80% R&C
Emergency Accident Treatment	\$75.00 copay	\$75.00 copay
Supplemental Accident Benefit: 100% of the first \$300.00, then deductible, then payable at:	90%	80% R&C
Emergency Illness Treatment	\$75.00 copay	\$75.00 copay
Office Visits PCP/Specialist	\$10.00/\$20.00 copay	80% R&C
Therapy Services	\$20.00 per visit	80% R&C
Chiropractic Care	90%	80% R&C
Skilled Nursing Care (Maximum: 120 days per confinement)	90%	80% R&C
Home Health Care (Calendar Year Maximum: 120 visits)	90%	80% R&C
Hospice Care (Lifetime Maximum: 180 days)	90%	80% R&C
Organ Transplants	90%	80% R&C

	NETWORK	NON-NETWORK
Mental Nervous Disorders		
Inpatient	90%	80% R&C
Outpatient	90%	80% R&C
Alcohol & Substance Abuse		
Inpatient	90%	80% R&C
Outpatient	80%	80% R&C
Wellness Benefits		
Mammogram	100%	80% R&C
Pap Smear (Limited to 1 per Calendar Year)	100%	80% R&C
OB/GYN Exam (Limited to 1 per Calendar Year)	100%	80% R&C
Prostate Exam (Limited to 1 per Calendar Year)	100%	80% R&C
Well Child Care (includes immunizations)		
Birth to Age One	100%	80% R&C
Age 1 to Age 9	100%	80% R&C
Prescription – Retail Copays	Generic: \$10/Non-Formulary: \$30/Formulary: \$15	
Prescription – Mail Order Copays	Generic: \$20/Non-Formulary: \$60/Formulary: \$30	

APPENDIX B – MEMORANDUM OF UNDERSTANDING

**BETWEEN
THE NEW PHILADELPHIA EDUCATION ASSOCIATION
AND
THE NEW PHILADELPHIA CITY BOARD OF EDUCATION**

This Memorandum of Understanding is entered into by and between the New Philadelphia School District Board of Education (hereinafter referred to as "the Board") and the New Philadelphia Education Association/OEA/NEA (hereinafter referred to as "the NPEA").

WHEREAS, the Board and the NPEA are parties to a Negotiated Agreement (hereinafter referred to as "the Agreement") that is in effect from August 1, 2014, through July 31, 2017, and

WHEREAS, the Board and the NPEA desire to resolve this issue of the use of unrestricted personal leave for the 2014-15 school year;

NOW, THEREFORE, the Board and the NPEA agree that current personal day restriction(s) will apply except as indicated below:

1. For the 2014-15 school year, employees may utilize unrestricted personal days on in-service days in the months of November, February, and May.
2. For the 2014-15 school year, each building will have a maximum cap of twenty percent (20%) of teachers absence on in-service days in November, February, and May
3. For the 2014-15 school year, application for personal days will occur during the school year as defined by August 1 to July 31. Application(s) submitted prior to September 1, 2014 will be honored.

Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. The parties acknowledge and agree that this Agreement is subject to the grievance process. This Memorandum of Understanding represents the entire agreement between the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Memorandum of Understanding on the dates(s) set forth below.

Jill Rippeth
NPEA President

Bob Aisept
Superintendent New Philadelphia Schools

Date

Date

APPENDIX C – TEACHER PERFORMANCE EVALUATION RUBRIC

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference	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.
	Evidence				

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

INSTRUCTIONAL PLANNING

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

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

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

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

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

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

APPENDIX D – PRE-OBSERVATION PLANNING FORM

Pre-Observation Planning Form

Teacher Name _____

Directions to Teachers:

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

PLAN	<p>FOCUS (Standard 4: Instruction) Skilled</p> <ul style="list-style-type: none"> • What is the focus for the lesson? • What content will students know/understand? What skills will they demonstrate? • What state standards are addressed in the planned instruction? • Why is this learning important? 	Planning (Pre-Observation)
	<p>Accomplished</p> <ul style="list-style-type: none"> • How do you establish challenging and measureable goals aligned with the Ohio standards? • How do your goals reflect a range of student learner needs? • How do the goals fit into the broader unit, course, and school goals for content learning and skills? 	

PLAN	<p><u>ASSESSMENT DATA</u> (Standard 3: Assessment)</p> <p>Skilled:</p> <ul style="list-style-type: none"> • What diagnostic, formative, and/or summative assessment data were examined to inform this lesson planning? • How do you analyze assessment data to effectively inform your instruction? 	Planning (Pre-Observation)
	<p>Accomplished:</p> <ul style="list-style-type: none"> • What differentiation strategies are used when planning assessments? • How does your assessment choice reflect student's strengths and opportunity for growth? 	
	<p><u>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS</u> (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)</p> <p>Skilled:</p> <ul style="list-style-type: none"> • What prior knowledge do students need? • How will you make connections to previous and future learning? • How does this lesson connect to district pacing guides (Ohio CORE)? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • What input from families, colleagues, and other professionals was used to gain understanding of each learner's prior knowledge? • How does this lesson connect to other disciplines and to students' real-life experiences and/or possible careers? • How does this lesson provide multiple pathways for learning depending on the student needs? 	

PLAN	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students) Skilled:</p> <ul style="list-style-type: none"> • What should the evaluator know about the student population? (See <i>Data Measures Inventory for the Classroom</i>) • What multiple procedures are used to obtain information about the student background knowledge and experiences? • How is this lesson developmentally appropriate based on student background knowledge, experiences, readiness for learning and learning styles? 	Planning (Pre-Observation)
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How does knowing student's background knowledge enhance your instruction? • How do you analyze and connect data to specific instructional strategies and plans? • How do your strategies, content, and delivery meet the needs of individual students and groups of students? 	

		Planning (Pre-Observation)
TEACH	<p>LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)</p> <p>Skilled:</p> <ul style="list-style-type: none"> • How will the goals for learning be communicated to students? • What instructional strategies and methods will be used to engage students and promote independent learning and critical thinking? • Explain the balance between teacher-directed instruction and student-led learning. • How will content-specific concepts, assumptions, and skills be taught? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How do you use well-timed individualized, developmentally appropriate strategies and language to encourage independent learning? • What student confusion do you anticipate on the content and how will you plan for and provide multiple formats for student clarification? • How do you use varied levels of questions to develop high level understanding? • How will students take part in leading the lesson? 	
	<p>DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)</p> <p>Skilled:</p> <ul style="list-style-type: none"> • How will the learning needs of all students be addressed through a variety of strategies, materials and/or pacing? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How will independent, collaborative, and whole class instruction be used to support individual learning goals? 	

		Planning (Pre-Observation)
TEACH	RESOURCES (Standard 2: Content / Standard 4: Instruction) Skilled: <ul style="list-style-type: none"> • How are the resources/materials selected appropriate for students' learning styles and needs while actively engaging students? 	
	Accomplished: <ul style="list-style-type: none"> • How are the resources/materials selected varied and appropriate to ability levels of students? • How do the resources/materials engage students in ownership of their learning? 	
	CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment) Skilled: <ul style="list-style-type: none"> • How do you develop a positive rapport with all your students? • What age appropriate classroom routines and procedures will be needed for this lesson? • What learning situations will be needed for this lesson (cooperative learning, small group or independent work)? • What opportunities and activities are provided for families to support student learning? • How are classroom expectations for student behavior made clear to students? 	

		Planning (Pre-Observation)
TEACH	<p>Accomplished:</p> <ul style="list-style-type: none"> • How do you develop a positive rapport with individual students? • How do you include students in establishing and maintaining efficient operation of the classroom? • How do you maximize instructional time and combine independent, collaborative, and whole-class learning? • How are students involved in the development of a classroom management system? • What research based strategies have been used to lessen disruptive behaviors and reinforce positive behaviors? 	
ASSESS	<p><u>ASSESSMENT OF STUDENT LEARNING</u> (Standard 3: Assessment) Skilled:</p> <ul style="list-style-type: none"> • How is assessment data used to identify students' strengths and needs? • How is assessment data used to modify and differentiate instruction? • How will you respond and make adjustments to student misunderstandings? • What sources are used to gather student data for planning and implementing instructional strategies for groups of students? • How do you provide feedback to students, families and other school personnel? <p>Accomplished:</p> <ul style="list-style-type: none"> • How is assessment data used to anticipate learning obstacles? • How do you use student data to meet the needs of individual students, groups and whole class? • What self-assessment opportunities do you provide for students? • How are assessment results used to reflect on your own teaching in relation to student success? 	

		Planning (Pre-Observation)
Professional Responsibilities	<p><u>COLLABORATION AND COMMUNICATION</u> (Standard 6) Skilled:</p> <ul style="list-style-type: none"> • What communication strategies are used to communicate with colleagues, students and families? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How do you demonstrate clear and effective communication with students, families and colleagues? • How do you demonstrate shared responsibility with parents/caregivers to support student learning? • How do you demonstrate collaboration with colleagues to improve personal and team practices? 	
	<p><u>PROFESSIONAL RESPONSIBILITY AND GROWTH</u> (Standard 7) Skilled:</p> <ul style="list-style-type: none"> • How do you meet ethical and professional responsibilities with integrity and honesty? • How are you meeting your data- based short and long term professional goals? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How do you help colleagues access and interpret laws and policies? • What modifications are you making to your short and long term professional goals pertaining to evidence of student learning? • How often do you modify or reassess your short and long term goals pertaining to evidence of student learning? 	

Pre-Conference Initials:

Teacher

Evaluator

Date & Time of Pre-Conference:

Post-Conference Initials:

Teacher

Evaluator

Date & Time of Post-Conference:

APPENDIX E – SELF-ASSESSMENT SUMMARY TOOL

Ohio Teacher Evaluation System

Self-Assessment

Self-Assessment Summary Tool

Name _____

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

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

APPENDIX F – PROFESSIONAL GROWTH PLAN

Ohio Teacher Evaluation System

Professional Growth Plan

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

APPENDIX G - IMPROVEMENT PLAN

Ohio Teacher Evaluation System

Improvement Plan

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _____

School year: _____ Building: _____

Date of Improvement Plan Conference: _____

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

APPENDIX H – INFORMAL OBSERVATION/WALKTHROUGH

Ohio Teacher Evaluation System

Classroom Walkthroughs and Informal Observations

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

APPENDIX J – OBSERVATION SUMMARY REPORT FORM

New Philadelphia City School District
Observation Summary Report Form

Teacher: _____

Evaluator: _____

Date: _____

Evidence Notes	Area of Rubric	Rating	Rubric Criteria Met
	Focus for Learning	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Assessment Data	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Prior Content Knowledge/ Sequence/Connections	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Knowledge of Students	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Lesson Delivery	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Differentiation	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Resources	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	

	Classroom Environment	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Assessment of Student Learning	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Professional Responsibilities	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	

Additional Collaboration

Areas	Comment/Suggestions – Administrator
Reinforcement	
Refinement	

Teacher Comments:

Teacher Signature: _____ Evaluator Signature: _____

Observation 1 Date: _____ Observation 2 Date: _____ Observation No. ____ Date: _____

APPENDIX K – FINAL SUMMATIVE RATING

Ohio Teacher Evaluation System

Final Summative Rating

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

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

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

APPENDIX L – NON OTES EMPLOYEE EVALUATION FORM

New Philadelphia City Schools	248 Front Avenue S.W.	New Philadelphia, Ohio 44663
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TEACHERS CLASSROOM OBSERVATIONS/SUMMATIVE EVALUATION FORM

Employee's Last Name	First	Middle	Position(s) of Employee
District	School	Evaluator	Interview/Conference Date

School Year: _____ Evaluation: (Check 1) One Two

For classroom observation use:

Class Observed: _____ Date Class Observed: _____

Time Observation Began: _____ Time Observation Ended: _____

This form is to serve as a permanent record of an administrator's evaluation of a teacher's performance during a specific time period based on specific criteria.

PERFORMANCE EVALUATION

Directions: Examine all sources of evidence provided by the teacher and bear in mind the aspects of teaching for each of the four categories used in this form. Refer to the rubric language, checking the appropriate aspects of teaching, and indicating the sources of evidence used to determine the evaluation of the results in each category. Last, assign an overall evaluation of performance, sign the form and gain the signature of the employee.

Category I: Planning and Preparation – Through their knowledge of content and pedagogy skills in planning and preparation, teachers make plans and set goals based on the content to be learned, their knowledge of students and their instructional context. Category I review: Knowledge of Content and Pedagogy, Knowledge of Students, Selecting Instructional Goals, Designing Coherent Instruction, Assessing Student Learning, Knowledge of Resources, Materials and Technology.

<input type="checkbox"/> SATISFACTORY	<input type="checkbox"/> UNSATISFACTORY						
<p>Performance Demonstrates:</p> <p>Knowledge of content, pedagogy and Ohio Academic Standards</p> <p>Relevant knowledge of students and how to use this knowledge to direct and guide instruction</p> <p>Clear and appropriate instructional goals that reflect Ohio standards and high expectations for students</p> <p>Awareness of resources, materials, or technology available through the school or district or professional organizations</p> <p>Appropriate instructional design in which plans for various elements are aligned with the instructional goals and have a recognizable sequence and required adaptations for individual student needs</p> <p>Appropriate assessments of student learning completely aligned to the instructional goals and adapted as needed for student needs.</p>	<p>Performance Demonstrates:</p> <p>Limited knowledge of content, pedagogy and Ohio Academic Standards</p> <p>Irrelevant or limited knowledge of students and how to use this information to direct and guide instruction</p> <p>Unclear or trivial instructional goals and low expectations for students.</p> <p>Little or no awareness of resources, materials, and technology available through the school or district or professional organizations</p> <p>Inappropriate instructional design in which plans for elements are not aligned with the instructional goals, and have few or inappropriate adaptations for individual student needs</p> <p>Inappropriate assessments of student learning not aligned to the instructional goals nor adapted as needed for student needs.</p>						
<p>Sources of Evidence (Check all that apply and include dates, types/titles and number)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Lesson/Unit Plans See Attachment EVA I </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Teacher Conferences/Interviews See Attachment EVA I </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Resources/Materials/Technology See Attachment EVA I </td> <td style="vertical-align: top;"> <input type="checkbox"/> Classroom Observations See Attachment EVA I </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Assessment Materials See Attachment EVA I </td> <td style="vertical-align: top;"> <input type="checkbox"/> Teacher Resource Documents See Attachment EVA I </td> </tr> </table>		<input type="checkbox"/> Lesson/Unit Plans See Attachment EVA I	<input type="checkbox"/> Teacher Conferences/Interviews See Attachment EVA I	<input type="checkbox"/> Resources/Materials/Technology See Attachment EVA I	<input type="checkbox"/> Classroom Observations See Attachment EVA I	<input type="checkbox"/> Assessment Materials See Attachment EVA I	<input type="checkbox"/> Teacher Resource Documents See Attachment EVA I
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<input type="checkbox"/> Assessment Materials See Attachment EVA I	<input type="checkbox"/> Teacher Resource Documents See Attachment EVA I						
<p>Justification for Evaluation</p>							

Category II: Classroom Environment – Teachers establish and maintain a purposeful and equitable environment for learning, in which students feel safe, valued, and respected by instituting routines and by setting clear expectations for student behavior. Category II reviews: Teacher Interaction with Students, Establishment of an Environment for Learning, Student Interaction.

<input type="checkbox"/> SATISFACTORY	<input type="checkbox"/> UNSATISFACTORY						
<p>Performance demonstrates:</p> <p>Clear expectations for student achievement with value placed on the quality of student work</p> <p>Evidence of learning opportunities for all students</p> <p>Appropriate interactions between teacher and students and among students</p> <p>Effective classroom routines and procedures resulting in little or no loss of instructional time</p> <p>Clear standards of conduct and effective management of student behavior</p> <p>Safe and skillful organization of physical space, to the extent it is under the control of the teacher, that provides accessibility to learning and to the use of resources.</p>	<p>Performance Demonstrates:</p> <p>Unclear expectations for student achievement with little or no value placed on the quality of student work.</p> <p>Little attention to equitable learning opportunities for students</p> <p>Inappropriate or disrespectful interactions between teacher and students and among students</p> <p>Inefficient classroom routines and procedures resulting in loss of instructional time</p> <p>Absent or unclear standards of conduct, or ineffective management of student behavior</p> <p>Unsafe or inadequate organization of physical space, to the extent it is under the control of the teacher, to provide accessibility to learning and to the use of resources, materials, and technology.</p>						
<p>Sources of Evidence (Check all that apply and include dates, types/titles, and number)</p> <table border="0"> <tr> <td><input type="checkbox"/> Classroom Observations</td> <td><input type="checkbox"/> Visual Technology</td> </tr> <tr> <td><input type="checkbox"/> Informal Observations/Visits</td> <td><input type="checkbox"/> Resources/Materials/Technology/Space</td> </tr> <tr> <td><input type="checkbox"/> Teacher Conferences/Interviews</td> <td><input type="checkbox"/> Other</td> </tr> </table>		<input type="checkbox"/> Classroom Observations	<input type="checkbox"/> Visual Technology	<input type="checkbox"/> Informal Observations/Visits	<input type="checkbox"/> Resources/Materials/Technology/Space	<input type="checkbox"/> Teacher Conferences/Interviews	<input type="checkbox"/> Other
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<input type="checkbox"/> Informal Observations/Visits	<input type="checkbox"/> Resources/Materials/Technology/Space						
<input type="checkbox"/> Teacher Conferences/Interviews	<input type="checkbox"/> Other						
<p>Justification for Evaluation</p> 							

Category III: Instructional Delivery – Through their knowledge of content and their pedagogy and skill in delivering instruction, teachers engage students in learning by using a variety of instructional strategies. Category III addresses: Communications, Questioning and Discussion Techniques, Engaging Students in Learning, Providing Feedback, Demonstrating Flexibility and Responsiveness).

SATISFACTORY	UNSATISFACTORY																
<p>Performance Demonstrates:</p> <p>Making learning goals and instructional procedures clear to the student</p> <p>Effective use of questioning and discussion strategies that encourage many students to participate</p> <p>Encourage the engagement of students in learning and provide adequate pacing of instruction</p> <p>Accurate and constructive feedback to students on their learning</p> <p>Appropriate use of informal and formal assessments to meet learning goals and to monitor student learning</p> <p>Flexibility and responsiveness in meeting the learning needs of students.</p>	<p>Performance Demonstrates:</p> <p>Unclear or inappropriate communication of procedures and poor explanations of content</p> <p>Ineffective use of questioning and discussion strategies and little student participation</p> <p>Little or no encouragement to engage students in learning and inadequate pacing of instruction</p> <p>Inaccurate or inappropriate feedback to students on their learning</p> <p>Little or inappropriate use of formal and informal assessments to meet learning goals and to monitor student learning</p> <p>Inflexibility in meeting the learning needs of students.</p>																
<p>Sources of Evidence (Check all that apply and include dates, types/titles, or number)</p> <table border="0"> <tr> <td><input type="checkbox"/> Classroom Observations</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Student Assignment Sheets</td> <td>See Attachment EVA I</td> </tr> <tr> <td><input type="checkbox"/> Informal Observations/Visits</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Student Work</td> <td>See Attachment EVA I</td> </tr> <tr> <td><input type="checkbox"/> Assessment Materials</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Instructional Resources/Materials/Technology</td> <td>See Attachment EVA I</td> </tr> <tr> <td><input type="checkbox"/> Teacher Conferences/Interviews</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Other</td> <td>See Attachment EVA I</td> </tr> </table>		<input type="checkbox"/> Classroom Observations	See Attachment EVA I	<input type="checkbox"/> Student Assignment Sheets	See Attachment EVA I	<input type="checkbox"/> Informal Observations/Visits	See Attachment EVA I	<input type="checkbox"/> Student Work	See Attachment EVA I	<input type="checkbox"/> Assessment Materials	See Attachment EVA I	<input type="checkbox"/> Instructional Resources/Materials/Technology	See Attachment EVA I	<input type="checkbox"/> Teacher Conferences/Interviews	See Attachment EVA I	<input type="checkbox"/> Other	See Attachment EVA I
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<input type="checkbox"/> Teacher Conferences/Interviews	See Attachment EVA I	<input type="checkbox"/> Other	See Attachment EVA I														
<p>Justification for Evaluation</p>																	

Category IV: Professionalism – Professionalism refers to those aspects of teaching that occur in and beyond the classroom/building. Category IV addresses: Adherence to School and District Procedures, Maintaining Accurate Records, Commitment to Professional Standards, Communicating with Families, Demonstrating Professionalism.

SATISFACTORY	UNSATISFACTORY																
<p>Performance Demonstrates:</p> <p>Full adherence to school and district procedures and regulations related to attendance, punctuality, and the like.</p> <p>Full and active compliance with school and district requirements for maintaining accurate and complete records</p> <p>Full and active compliance with district requirements for communicating with families regarding student needs/improvement</p> <p>Full and frequent participation in professional development events/opportunities, consistent application of new learning in the classroom, and sharing of learning with colleagues</p>	<p>Performance Demonstrates:</p> <p>Little and/or irregular compliance to school and district procedures and regulations related to attendance, punctuality, and the like</p> <p>Inefficient or ineffective system for maintaining accurate records that is not in compliance with school or district guidelines and</p> <p>Infrequent or inappropriate communication with families to understand student needs and development</p> <p>Little or infrequent participation in professional development opportunities, little application of new learning in the classroom and little sharing of learning with colleagues</p>																
<p>Sources of Evidence (Check all that apply and include dates, types/titles, or number)</p> <table border="0"> <tr> <td><input type="checkbox"/> Classroom Observations</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Student Assignment Sheets</td> <td>See Attachment EVA I</td> </tr> <tr> <td><input type="checkbox"/> Informal Observations/Visits</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Student Work</td> <td>See Attachment EVA I</td> </tr> <tr> <td><input type="checkbox"/> Assessment Materials</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Instructional Resources/Materials/Technology</td> <td>See Attachment EVA I</td> </tr> <tr> <td><input type="checkbox"/> Teacher Conferences/Interviews</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Other</td> <td>See Attachment EVA I</td> </tr> </table>		<input type="checkbox"/> Classroom Observations	See Attachment EVA I	<input type="checkbox"/> Student Assignment Sheets	See Attachment EVA I	<input type="checkbox"/> Informal Observations/Visits	See Attachment EVA I	<input type="checkbox"/> Student Work	See Attachment EVA I	<input type="checkbox"/> Assessment Materials	See Attachment EVA I	<input type="checkbox"/> Instructional Resources/Materials/Technology	See Attachment EVA I	<input type="checkbox"/> Teacher Conferences/Interviews	See Attachment EVA I	<input type="checkbox"/> Other	See Attachment EVA I
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<p>Justification for Evaluation</p>																	