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NEGOTIATED AGREEMENT

BETWEEN THE

**DOVER CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**DOVER EDUCATION
ASSOCIATION**

Effective August 1, 2014 through July 31, 2017

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
I	Recognition	1
II	Scope of Bargaining	1
III	Negotiation Procedure.....	1-3
	3.01 Request for Negotiation Meetings	1
	3.02 Negotiation Meetings.....	1
	3.03 Negotiation Teams	1
	3.04 Assistance	2
	3.05 Rules for Negotiation Meetings.....	2
	3.06 Dispute Settlement Procedure.....	2
	3.07 Reaching Agreement.....	2-3
IV	Vacancies, Transfers, Assignment, Teacher Work Year and Teacher Workday	3-5
	4.01 Vacancies and Transfers	3
	4.02 Notice of Teaching Assignment and Teacher Work Year.....	4-5
	4.03 Teacher Workday.....	5
	4.04 Traveling Teachers	5
V	Teaching Load.....	5
VI	Regular Resource Teachers.....	5-6
VII	Department Chairmen	6
VIII	Evaluation of Teaching Efficiency (OTES).....	6-9
IX	Evaluation of Teaching Efficiency (Non-OTES).....	9-11
X	Non-Renewal Procedure	11-12
XI	Personnel File Review.....	12
XII	Conferences, Complaints, Disciplinary Interviews and Reprimands.....	12-13
XIII	Reduction in Force	13-15

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
XIV	Salaries and Fringe Benefits.....	15-23
	14.01 Salary and Index	15
	14.02 Training Credit.....	15
	14.03 Curriculum Study Pay.....	15-16
	14.04 Insurances	16-19
	14.05 Educational Allowance/Reading Assessment.....	19-20
	14.06 Severance Pay	20-21
	14.07 Payroll Deductions.....	21-22
	14.08 Sixth Grade Outdoor Education Stipend.....	22
	14.09 Paycheck Distribution.....	22
	14.10 Extra Duty Assignments and Salaries.....	22
	14.11 Mileage Reimbursement.....	23
	14.12 Notification of Retirements	23
XV	Leaves of Absence	23-29
	15.01 Sick Leave.....	23
	15.02 Professional Improvement Leave	23-24
	15.03 Restricted Leave	24-25
	15.04 Personal Leave.....	25
	15.05 Release Time for Association Activities	25
	15.06 Assault Leave.....	26
	15.07 Jury Duty Leave.....	26
	15.08 Witness Leave.....	26
	15.09 Unpaid Leaves of Absence	26-27
	15.10 Professional Meeting Leave.....	27
	15.11 Family Medical Leave	28-29
XVI	Grievance Procedure	30-32
XVII	Summer School, Home Instruction and Saturday School Instruction.....	32-33
	17.01 Summer School.....	32
	17.02 Home Instruction/Tutoring	33
	17.03 Saturday School Instruction.....	33
	17.04 After-School Detention.....	33
	17.05 Tutoring for Proficiency and/or Competency Based Testing	33
	17.06 Textbook Study/Selection Committee Meetings	33
	17.07 Hourly Rate.....	33
	17.08 After School Study Groups/Math Club/Kindergarten Screening	33
XVIII	Discipline and Promotion Policy.....	34

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
XIX	Retirement Pick-Up.....	34
XX	Class Size.....	34
XXI	Association Privileges.....	35
XXII	Budget Practices.....	35
XXIII	Employment of Retired Teachers.....	35-36
XXIV	Duration and Intent of Agreement.....	36
XXV	Signatures.....	37
Appendix A	Extra Duty Assignment Salary Schedule.....	38-41
Appendix B	Teacher Evaluation Forms (OTES).....	42-58
Appendix C	Teacher Evaluation Forms (Non-OTES).....	59-63
Appendix D	Teacher Salary Index Schedule.....	64
Appendix E	Teacher Salary Schedule Effective Aug. 1, 2014.....	65
Appendix F	Teacher Salary Schedule Effective Aug. 1, 2015.....	66
Appendix G	Teacher Salary Schedule Effective Aug. 1, 2016.....	67
Appendix H	Summary of Dental Insurance Coverage.....	68
Appendix I	Restricted Leave Form.....	69
Appendix J	Personal Leave Form.....	70
Appendix K	Grievance Form.....	71
Appendix L	Assistant Coach Evaluation Form.....	72-73
Appendix M	Head Coach Evaluation Form.....	74-79

ARTICLE I - RECOGNITION

- 1.01 The Board of Education of the Dover City School District, hereinafter referred to as the "Board," recognizes the Dover Education Association, hereinafter referred to as the "Association," as the exclusive representative for all regular full-time and part-time certified personnel excluding casual substitutes, casual employees, confidential employees, Athletic Director, and management level employees as defined in O.R.C. Chapter §4117.
- 1.02 The members of the Association recognize the Board as the elected representatives of the Dover City School District who are charged with the responsibility for policy and operation of the schools.

ARTICLE II - SCOPE OF BARGAINING

- 2.01 All matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the Board and the Association.

ARTICLE III - NEGOTIATION PROCEDURE

3.01 Request for Negotiation Meetings

Seventy-five (75) days prior to the expiration of the Agreement, either the Board or the Association may submit a Notice to Negotiate to initiate the negotiation process. The Association shall direct its request to the Superintendent and the Board shall direct its request to the President of the Association. The agenda shall be established at the first two (2) negotiation sessions. No items shall be admitted thereafter except by mutual agreement of the parties.

3.02 Negotiation Meetings

A meeting time and place will be established within five (5) days of the request. The meetings will be held in executive session unless otherwise agreed upon, and will include the right to meet separately for an agreed length of time.

3.03 Negotiation Teams

A maximum of five (5) members of the Board, or designated representative(s) of the Board, will meet with a maximum of five (5) representatives designated by the Association to discuss and reach mutually satisfactory agreements. Neither party shall have control over the selection of the team members of the other. All final agreements shall be executed only by ratification of the Board and the Association membership. Team members are empowered to make proposals and counterproposals, and to reach tentative agreement on items being negotiated.

3.04 Assistance

1. The teams may call upon competent resource people who may only be used to aid in the considerations and to make suggestions. Only three (3) resource people may be used by each team at any one (1) meeting. The expense of such consultants shall be borne by the party requesting them.
2. The Board and the Association agree to share all information directly related to the proposals submitted in negotiations.

3.05 Rules for Negotiation Meetings

1. At the close of each meeting, the next meeting shall be scheduled until the negotiations are completed. Recesses may be called by the chairman of either team for a reasonable length of time agreeable to both parties. Each negotiation session shall be limited to three (3) hours unless extended by mutual agreement.
2. Tentative agreements arrived at during the meetings shall be written down and initialed by both team chairmen.
3. Public statements may only be issued upon mutual agreement of the parties; however, both teams may make progress reports to their constituents.
4. Team members of both parties shall be immune from threats, penalties, censorship and other coercive tactics.

3.06 Dispute Settlement Procedure

1. If after forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. Both parties agree that this procedure is the final step in the dispute settlement procedure.
2. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. §4117.14.

3.07 Reaching Agreement

1. The tentative agreements made by the negotiation teams shall be reduced to writing as the proposed Agreement and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the Agreement shall be published with the signatures of the President of the Association and the Board.

2. The Agreement will be prepared by the Board and proofed by the Association. Once the final document is approved by both parties, the Agreement will be printed and paid for by the Board.

**ARTICLE IV - VACANCIES, TRANSFERS, ASSIGNMENT,
TEACHER WORK YEAR AND TEACHER WORKDAY**

4.01 **Vacancies and Transfers**

1. **Vacancies**

- a. During the school year, vacancies shall be posted in the Central Office and in individual buildings when someone in the office is on duty in an area designated by the Administration. Such posting shall remain for five (5) calendar days.
- b. During June and July, when school is not in session, the notice of vacancy will be forwarded to each certified employee. During August when school is not in session, staff members may call or visit the Central Office for information pertaining to vacancies that have been posted. During August, the Association President will also receive a copy of the posting.
- c. Teachers wishing to be considered for a vacant position must notify the Superintendent in writing, within five (5) days from the date of the posting.

2. **Transfers**

- a. A teacher may request a transfer to any position in the system at any time. The written request shall be made to the Superintendent and shall state the grade, subject area and/or building the teacher wants to transfer to.
- b. All transfer requests shall be maintained in a file for one (1) year. If the teacher wishes to keep the request active, he/she must do so in writing prior to the end of the one (1) year.
- c. An involuntary transfer shall be a change in teaching position initiated by the Superintendent. A teacher to be involuntarily transferred shall be granted a meeting with the Superintendent to discuss the proposed assignment. The teacher has the right to have a representative of his/her choice also attending the meeting. The involved teachers shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

4.02 Notice of Teaching Assignment and Teacher Work Year

1. Each teacher in the Dover City School District will receive a notice of teaching assignment prior to July 15 of each year. The teacher assignment shall be as specific as possible. The notice will describe the building in which that teacher will work, the grade or level assigned in elementary schools, the subjects to be taught, and the number of teaching periods in the High School. Changes necessary after the notice has been received may be made by the Administration after notifying the teacher.
2. Present staff members, when qualified, will be considered for positions which open within the District.
3. The Association will be given input in determining any change in the length of the school day.
4. The amount of pay to be deducted for any unexcused absence will be the annual salary divided by the number of days in the school year as determined by the school calendar.
5. Teacher Work Year
 - a. In preparing the school calendar, the Association will submit written calendar proposals for consideration by the Board, but the final decision for the calendar is the responsibility of the Board.
 - b. The teacher school year, as determined by the school calendar, shall not exceed one hundred eighty-six (186) days for all teachers not in their first year of employment with the Board.
 - c. Teachers will have six (6) hours on one (1) of the two (2) in-service days at the start of the school year to work in their classrooms.
 - d. The school year for teachers in their first year of employment as a teacher shall not exceed the equivalent of one hundred ninety-one (191) days. The additional five (5) days or equivalent time shall be paid at the hourly rate prescribed in Section 17.07(A) of this Agreement for this work. These additional days shall be used for orientation, inservice and entry year program activities. The Administration shall have the right to schedule this additional time in fractional parts with the equivalent of each day being six (6) hours of planning activities.
 - e. For teachers new to the District but who have prior teaching experience, their school year shall be one hundred eighty-nine (189) days. The additional three (3) days or equivalent time shall be paid as extended service, in accordance with the hourly rate prescribed in Section 17.07(A)

of this Agreement. This additional time or equivalent may be used as described in paragraph d. above.

4.03 Teacher Workday

1. All teachers are required to be in their respective buildings before and after school a combined total of a minimum of thirty (30) minutes.
2. The length of the teacher workday shall be a maximum of seven (7) hours and thirty (30) minutes and shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m. daily.
3. The teacher's day shall include a minimum duty free lunch period of thirty (30) minutes in length.
4. Teachers shall receive 210 minutes of planning time per week.

4.04 Traveling Teachers

1. Traveling teachers will be notified of the following information prior to the commencement of each school year, and copies of this information will be given to the building principal:
 - a. Building assignment(s)
 - b. The single administrator performing the evaluation
 - c. Required attendance at teacher meeting in which building
 - d. Parent-Teacher conferencing requirements.
2. The fact that a teacher travels will not be cause to lengthen his/her school day beyond the requirements of Section 4.03 Teacher Workday, nor alter any other terms and conditions of employment contained in the Agreement.

ARTICLE V - TEACHING LOAD

- 5.01 The teaching load shall be such that teachers have adequate time to perform their duties. Except in certain activity-type classes such as typewriting, physical education and music, the average pupil load for teachers within a department shall not exceed one hundred seventy (170) pupils daily.

ARTICLE VI - REGULAR RESOURCE TEACHERS

- 6.01 The Board agrees to employ sufficient qualified personnel so that each elementary student shall have at least one (1) class period per week of music, art or physical education under the supervision of these specialists in grades kindergarten through four

(4). In grades five (5) and six (6), health may be added to the preceding subjects to be taught by elementary resource teachers.

- 6.02 While the class is under the supervision of the elementary resource teacher, the regular classroom teacher shall be engaged in professional activities related to his or her teaching assignment.
- 6.03 In the event that regular or resource teachers are absent, the Administration shall make an effort to secure a substitute teacher. If a certified employee is required by the principal to substitute for the absent employee, he/she shall be compensated at the rate of Twenty Six Dollars (\$26) per hour.
- 6.04 The classroom teacher shall be responsible for the balance of the art, music, physical education and health requirements as set forth by the Minimum Standards for Ohio Elementary Schools.

ARTICLE VII - DEPARTMENT CHAIRMEN

- 7.01 Job Descriptions and qualifications of department chairmen will be developed jointly and updated by the department chairmen and Administration.
- 7.02 Individuals selected as department chairmen shall be employed under a supplemental contract pursuant to O.R.C. §3319.11 and/or §3313.53 and shall be compensated pursuant to the Extra Duty Assignment Salary Schedule (Appendix A).

ARTICLE VIII – EVALUATION OF TEACHING EFFICIENCY – OTES STAFF

- 8.01 **Evaluation of certified staff using Ohio Teacher Evaluation System (“OTES”)**

The purpose of periodic formal evaluation is the improvement of instruction.

- 1. **Teachers to be Evaluated**

- a. Notwithstanding O.R.C. §3319.09, this provision applies to any person employed under a teacher license issued under O.R.C. §3319, or under a professional or permanent teacher’s certificate issued under former O.R.C. 3319.222, and who spends at least 50% of the time employed providing content-related student instruction.
- b. On or before September 30, 2014, each teacher shall be provided the opportunity for an overview and handbook of the evaluation process.

- 2. **Credentialed Evaluators**

Evaluations carried out under this provision are conducted by persons holding evaluator credentials established by the Ohio Department of Education (“ODE”). Evaluators must complete state-sponsored evaluation training and pass the online credentialing

assessment. Building principals and/or district administrators shall be responsible for observing and evaluating the teachers assigned to them with respect to minimum evaluation requirements. Additional observations may be performed by other certified District Administrators.

3. Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. This rating will be determined based on teacher performance and student growth measure based upon percentages prescribed in Ohio law.

4. Teacher Performance Calculation

Teachers are evaluated via two formal observations and periodic classroom walk-throughs

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.

5. Student Growth Calculation

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.

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. Students who have forty-five (45) or more absences (excused and/or unexcused) shall not factor into a teachers’ student growth/value added evaluation. Data from Board-determined measures will be converted to a score of: (1) Above, (2) Expected, or (3) Below student growth levels.

6. Professional Growth and Improvement Plans

Teachers meeting above-expected levels of student growth must develop professional growth plans and choose their credentialed evaluators from the Board approved evaluator list.

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

Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent/designee assigns credentialed evaluators to teachers meeting below-expected levels of student growth.

7. Evaluation Time Line

District administrators shall evaluate teachers based on Ohio law. For those teachers not being considered for nonrenewal, annual evaluations include two formal observation at least thirty (30) minutes each in duration in the same class period and periodic classroom walk-throughs. Teachers, who are on limited or extended limited contracts pursuant to State law and who are not in the probationary period and who are under consideration for nonrenewal, shall receive at least three (3) formal observations during the evaluation cycle. The parties agree that teachers who are in their probationary period shall not be subject to this three (3) formal observation requirement.

There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the 21 days.

All teacher evaluations are completed by May 1, with a written copy of their evaluation results provided by May 10.

8. Observation of Teacher Performance

- a. The teacher shall complete the pre-conference form (Appendix B) and provide the evaluator with the lesson plans, text, and other evidence pertinent to the lesson during the pre-conference. A pre-conference will be held within 5 days of the observation.
- b. The observation results will be documented on the Observation Form (Appendix B).
- c. The evaluator shall complete a copy of the Observation Form (Appendix B) within 15 days of each observation performed.
- d. A post conference will normally be conducted within fifteen (15) days after the observation unless the administrator or the teacher is absent.

9. Walk-Throughs

A walk-through will be conducted as follows:

- a. Walk-throughs may be conducted at the evaluator's discretion. The walkthrough may be unannounced, but nothing prohibits informing the teacher of a walk-through.

- b. A walk-through shall be at least five (5) consecutive minutes and no more than fifteen (15) minutes in duration. There shall be no more than six (6) walk-throughs per teacher performance cycle, unless additional are requested by the teacher.
 - c. If a walk-through is conducted, a copy of the walk-through form (Appendix B), including all scripted and/or anecdotal comments relative to the walk-through, will be given to the teacher within five (5) work days.
10. The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations carried out under this provision every two (2) years. Biennial evaluations conducted are completed by May 1 of the evaluation year, with a written copy of their evaluation results provided by May 10 of the evaluation year.
11. Forms and Rubrics
- All evaluation documents and rubrics used for those documents will be based on documents from the ODE OTES. The evaluation matrix will be used to determine the final summative rating.
12. It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation addressed in the Ohio Revised Code, including, but not limited to O.R.C. §§3319.11, 3319.111, and 3319.112.
13. If the Ohio Legislature or the ODE decides that the OTES model will no longer be used, the District will use the "Evaluation of Non-OTES Certified Staff."
14. The Superintendent shall annually file a report to the Department of Education including only information required by law.
15. The members of the SLO committee shall be representatives of the core subject areas for each elementary school, the middle school, the secondary school, and including specialty areas within the building. Any committee work required outside the contractual work day shall be paid at the curriculum rate.
16. For the 2014-15 and 2015-16 school years three (3) of the seven (7) delayed starts and at least two (2) hours on each of three in-service days shall be scheduled for all OTES certified employees for the purpose of developing, grading, collaborating on student assessment and student growth measures.

ARTICLE IX - EVALUATION OF NON-OTES CERTIFIED STAFF

- 9.01 Building principals shall be responsible for observing and evaluating the teachers assigned to them with respect to minimum evaluation requirements. Additional observations may be performed by other certified Administrators.

- 9.02 During the first year of employment with the District, each teacher will be observed a minimum of three (3) times. Two (2) of the observations will occur during the first semester.
- 9.03 All other limited contract teachers will be observed a minimum of two (2) times per year during the final year of their contract. The observations shall be done one (1) each semester.
After the conclusion of the first five years of employment, limited contract teachers will be observed a minimum of one (1) time per year.
- 9.04 Continuing contract teachers will be observed a minimum of once every three (3) school years.
- 9.05 All classroom observations shall be at least thirty (30) minutes in duration in the same class period. The observer shall complete the Teachers Classroom Observations Form and Performance Rating (See Appendix C) for each observation performed.
- 9.06 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 may be made as a result of the post-observation conference.
- 9.07 The observation results of the first two (2) formal observations of the year will be documented on the Teacher Classroom Observation Form and Performance Rating, one (1) form for each observation, and discussed at a post-observation conference. This conference will normally be conducted within five (5) working days after the second observation unless the administrator or the teacher is absent.
- 9.08 All observations and other documented items will be consolidated into the annual Teacher Summative Evaluation Form (Appendix C). A copy of any such referenced documents shall be given to the teacher.
- 9.09 Should a teacher disagree with an Observation or the Summative Evaluation Form, the teacher may file a written response within ten (10) school days of receipt which shall be attached to the appropriate form.
- 9.10 Copies of all completed Observation and Summative Evaluation Forms shall be distributed to the evaluator and to the teacher. The original of all evaluation forms shall be included in the teacher's personnel file.
- 9.11 All observations and evaluations will be written on the negotiated forms that are part of this Agreement. (See Appendix C.)
- 9.12 The teacher may take one (1) representative to any and all conferences in this procedure.
- 9.13 Time limits may be extended by mutual agreement.

- 9.14 When the overall performance of a teacher is less than satisfactory, the evaluator shall check the appropriate rating on the Teacher Summative Evaluation Form (Appendix C). The teacher shall have the right to request a conference with his/her evaluator following receipt of the summative evaluation form.
- 9.15 If any category on the Teacher Summative Evaluation Form is marked unsatisfactory ("U"), the evaluator shall inform the teacher on the evaluation form of the reasons for the unsatisfactory rating.
- 9.16 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 evaluator. 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.
- 9.17 All evaluations for teachers whose contracts are to be considered by the Board during the school year shall be completed on or before May 1 of that year.
- 9.18 It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding teacher evaluation addressed in the Ohio Revised Code including, but not limited to, O.R.C. §3319.11 and §3319.111.

ARTICLE X - NON-RENEWAL PROCEDURE

- 10.01 **Nonrenewal of Limited Teaching Contracts for Probationary Employees who have been Employed for Three (3) Years or Less**
1. Limited contract teachers who are employed after July 1, 2000, and 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. Such notification shall be made at least ten (10) days prior to Board action on their contract. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.
 2. This nonrenewal procedure for such teachers supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and such teachers shall have no right to challenge said nonrenewal pursuant to O.R.C. §3319.11 or §3319.111 or through the negotiated grievance procedure.

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

ARTICLE XI - PERSONNEL FILE REVIEW

- 11.01 A teacher shall have the right, within twenty-four (24) hours of his/her request, to view the materials in his/her personnel file with the Superintendent or his/her designee present, exclusive of pre-employment confidential letters of recommendation or references. If an unfavorable statement or notation is in the file, the teacher shall be given an opportunity to attach a statement of rebuttal or explanation to the item in his/her file.
- 11.02 All documents included in the teacher's file shall be dated and identified as to source.
- 11.03 The teacher shall be notified when unfavorable material is to be placed in the file.
- 11.04 The teacher may request and receive at no cost a copy of any or all materials in his/her file.
- 11.05 The teacher shall have the right to be accompanied by a representative when reviewing his/her file.
- 11.06 Any complaint made against a certificated person by any parent, pupil, or other person which is entered into the personnel file and/or which may be used in an evaluation of a certificated person shall promptly be called to the attention of the certificated person. The certificated person shall be afforded the opportunity to answer or rebut such complaint in writing.

ARTICLE XII - CONFERENCES, COMPLAINTS, DISCIPLINARY INTERVIEWS AND REPRIMANDS

12.01 Parental Conferences and Complaints

1. Employees of the Board shall be informed of any complaint which is directed toward that employee which will become a matter of record.
2. At any conference involving the parents or guardians of a student, in which the teacher feels that the services of a guidance counselor may be of value, the teacher may request that a counselor be present. When such a request is made, the conference shall not proceed until the counselor is in attendance.

12.02 Progressive Discipline

1. The normal sequence of progressive discipline for members of the bargaining unit shall be as follows:
 - a. Oral warning
 - b. Written reprimand
 - c. Suspension by the Superintendent (with or without pay for up to two (2) days)
 - d. Termination
2. Discipline may begin at any step of the above procedure based upon the severity of the disciplinary infraction.

12.03 Disciplinary Interviews and Reprimands

Formal disciplinary/reprimand meetings shall be in private. Either the Administration or the employee has the right to representation at any disciplinary/reprimand meeting. It is the responsibility of the employee to determine his/her need for representation during any said meeting.

ARTICLE XIII - REDUCTION IN FORCE

- 13.01 When a reduction of staff is deemed appropriate, due to financial reasons as determined by the Board, by reason of decreased pupil enrollment, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the District, the Board will implement such reduction in accordance with this procedure. A decline in student enrollment as prescribed in the statute shall be defined as a decline in the number of students District-wide over the previous five (5) school years.
- 13.02 Thirty (30) days prior to the Board implementing a reduction in force, the Association President will be notified in writing of the intent to reduce staff.
- 13.03 Ten (10) days before the Board acts on a reduction in force, the individual affected teacher(s) will be alerted of the fact by the Administration.
- 13.04 The Association President shall receive the following information prior to the Board implementing a reduction force:
 1. The reasons for the reduction.
 2. A list of specific positions to be reduced.

3. A list of all teachers in the system containing contract status, teaching field, continuous years of service in the District and all areas of certification.
- 13.05 Seniority shall not be the basis for making decisions regarding reduction in force except when choosing between teachers who have comparable evaluations, regardless of contract status. For reduction in force purposes only, Accomplished, Skilled and Developing will be considered comparable until July 31, 2017.
- 13.06 Seniority shall mean length of continuous service, on a contracted basis, in the District. Approved leaves of absence shall not break continuous service but neither shall they count for years of service. Should a tie occur, seniority will be determined first by date of signed contract, and second, on the date a continuing contract is issued. Thereafter, ties will be broken by the toss of a coin in a meeting of the Association President and Superintendent.
- 13.07 Provisions
1. Teachers unemployed as a result of staff reduction shall be recalled in inverse order of being released, provided the teacher is certified for the position.
 2. Teachers affected by reduction in force will remain on the recall list for a period of thirty-six (36) months, beginning with August 31, unless:
 - a. The teacher requests that the name be removed;
 - b. The teacher refused a position offered; or
 - c. The teacher is re-employed in the Dover City School District.
 3. 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.
 4. 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 the teacher's availability to accept the position. Within ten (10) 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 has declined the position.
 5. Teachers returning to employment after reduction in force shall receive appropriate placement for purposes of seniority, salary and fringe benefits.
 6. 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 fringe benefits by making monthly

payments to the Treasurer. This provision shall exist as long as the teacher is on the recall list.

- 13.08 Should a position become available during the school year and the appropriate teacher on the recall list is employed by another school district and is unable to leave that position, he/she shall not be removed from the recall list upon written notification to the Superintendent. This teacher will be notified that the position will be his/hers for the following school year. If no teacher on the recall list is available or properly certificated for the position, the Board may make other employment arrangements.

ARTICLE XIV - SALARIES AND FRINGE BENEFITS

14.01 **Salary and Index**

1. The annual salary of each teacher shall be paid in twenty-six (26) equal installments every other Friday. However, the sum total of payments made to a teacher shall not exceed the proportional part of his/her annual salary that the period of service rendered bears to the whole annual salary.
2. The teacher salary index appears in Appendix D.
3. The BA-0 base salary shall be increased as follows:

2014-15	2%
2015-16	2%
2016-17	2%

14.02 **Training Credit**

1. The training credit presented for recognition on the salary schedule shall be only from those institutions approved by the Ohio State Department of Education, and in those areas of study which relate directly to work in a school setting. One quarter hour equals two-thirds (2/3) semester hour.
2. Any fraction greater than one-half (2) semester hour shall be considered the next whole number on the salary schedule.
3. Adjustment on the salary schedule due to an employee having earned additional hours will occur twice per year. Verification of hours submitted by October 1 shall result in an adjusted salary effective the beginning of the school year. Verification of hours submitted by February 1 shall result in an adjusted salary effective the beginning of the second semester.

14.03 **Curriculum Study Pay**

1. Curriculum study shall be held during the regular school time.

2. When a certificated employee serves on a curriculum study committee and meets at times other than the regular school day, the employee shall be reimbursed at the rate of Twenty Dollars and Twenty Cents (\$20.20) per hour, for a maximum of twenty (20) hours per one (1) credit course and ten (10) hours per one-half (2) credit course.

14.04 Insurances

1. Hospitalization and Major Medical

The Board will pay all but the following premium costs for the PPO coverage detailed below:

<u>School Year</u>	<u>Employee Paid Premium Amounts Per Month</u>	
	<u>Single</u>	<u>Family</u>
2014-15	10%	10%
2015-16	10%	10%
2016-17	10%	10%

- 1) Summary of Benefits

	<u>In-Network</u>	<u>Out-of-Network</u>
Hospital Services	90% after deductible	65% after deductible
Physician Services		
Office Visits	90% after deductible	65% after deductible
Surgery in office	90% after deductible	65% after deductible
Surgery in hospital	90% after deductible	65% after deductible
All Other Eligible Services	90% after deductible	65% after deductible
Hospice Services	Cover under MM 180-day lifetime max	
Chiropractic Services Limits	\$1,000 per calendar year	
Prescription Drug Benefit	90% after deductible*	—
Preventative Care	100%	Not Covered
*Plan Deductible (Annual)		
Per Person	\$200	\$500

	<u>In-Network</u>	<u>Out-of-Network</u>
Per Family	\$400	\$1000
Out-of-Pocket Limit		
Per Person	\$500	\$1500
Per Family	\$800	\$2500
Emergency Room Fee	\$100	\$100

Miscellaneous Coverage Provisions

- Occupational therapy is included as an eligible expense.
- Preventive diagnostic tests include a waiver of deductibles for routine pap test, mammography, and prostate exams paid at 100%, including the office visit.
- Home health care will be covered for 120 visits per year under major medical coverage.
- The definition of physician will include optometrists.
- Disability extension of benefits will be excluded.
- Deductible carryover benefits shall be eliminated.
- Two (2) members of the bargaining unit who are married to each other will be covered under one (1) family plan and will pay one (1) monthly family premium.
- An optional mail order prescription plan for maintenance drugs will be implemented.
- There will be non-duplication rules for coordinating benefits

*All eligible prescription drugs will be covered at the in-network coinsurance rate.

- 2) This commences the first of the month following the Board meeting approving employment, or the beginning of the contract, whichever is later.
- 3) The Board may, at its discretion, change insurance carriers; however, the amount of coverage shall remain the same or greater than the current policy.
- 4) The amount of insurance premiums paid by the Board shall be pro-rated for part-time employees based upon the percentage of full-time hours actually worked.
- 5) Additional Surgical Opinion Benefits
 - a) The plan will pay ninety percent (90%) in-network and sixty-five percent (65%) out-of-network of the usual, reasonable and customary (URC) charges for examination and consultation in

connection with an additional surgical opinion. Additional surgical opinions are optional.

- b) If the second opinion does not confirm the need for surgery, the employee or dependent may elect to obtain a third opinion.

6) Pre-certification

Pre-certification of any hospital stay is mandatory with a non-compliance penalty of fifty percent (50%) of hospital facility charges.

7) Insurance Committee

A Joint Health Care Committee whose membership shall be comprised of representatives from the Association, as well as representatives of the administration, shall review the Board's health care coverage and data during the year of contract expiration.

8) Opt Out Option

- a) Full-time employees who were on the District's medical insurance plan but who are no longer on the plan shall be paid Two Thousand Dollars (\$2,000.00) per year to opt out of the plan. This payment will be made within thirty (30) days after the end of the plan year (July 1 - June 30). If an employee and/or his eligible Dependent(s) are covered under another plan and subsequently involuntarily lose such coverage, such individuals will not be considered Late Enrollees should they wish to enroll in this Plan. Such individuals will be eligible to enroll immediately in the Plan as of the date of loss of other coverage. Employees who enroll in the plan during the plan year after opting out shall receive a pro-rata payment. Part-time employees who opt out and are no longer on the plan shall receive a pro-rata payment.

- b) This payment will not be made unless five (5) full-time employees opt out of the plan.

9) Section 125 Plan

A premium-only IRS Section 125 plan shall be implemented at Board expense.

- 10) A comprehensive PPO health care policy with a Terminal Maternity Clause providing maternity coverage beyond termination of employment shall be provided. Diagnostic x-ray and diagnostic clinical laboratory services are covered under this Contract.

2. Term Life Insurance

- a. A term life insurance policy, plus One Hundred Dollars (\$100.00) per month for ten (10) years survivor benefits policy on full-time employees shall be provided by the Board. The amount of insurance coverage is prorated for part-time employees. This coverage commences the first of the month following the Board meeting approving employment or the beginning of the contract, whichever is later.
- b. The amount of the term life insurance shall be Thirteen Thousand Dollars (\$13,000.00). The coverage shall include accidental death and dismemberment in an amount equal to the term life coverage.
- c. Additional life insurance coverage at the employee's expense as approved by the Board.

3. Dental Care Insurance

This insurance will pay, after a deductible amount, a percentage of the reasonable and customary fees charged by a dentist. The insurance shall have a calendar year maximum of Fifteen Hundred Dollars (\$1,500.00) per person, and a lifetime orthodontic maximum of Seven Hundred Fifty Dollars (\$750.00) per person. This commences the first of the month following enrollment or the beginning of the Agreement, whichever is later. The Board agrees to pay one hundred percent (100%) of the cost of single or family coverage as elected by the full-time employee. See Appendix G for a summary of dental insurance coverage.

14.05 Educational Allowance/ Reading Endorsement Assessment

The Board will pay an educational allowance to any staff member upon presenting the official transcript from the college/university and written request for reimbursement to the Treasurer:

1. The allowance is to be paid within thirty (30) days of receipt by the Treasurer of appropriate documentation. The individual making the request for payment must be employed and a member of the bargaining unit at the time the request is made.
2. Approval is automatic under these conditions:
 - a. The planned studies program is within the area of certification, teaching or planned teaching assignment of the staff member and is a class offered by an accredited college or university;

- b. The planned studies program will enrich the present or planned assignment of the staff member in method, knowledge or skill and is a class offered by an accredited college or university.
3. Classwork is required for certification renewal/ improvement.
4. Prior approval from the Superintendent is necessary for other areas of study.
 - a. Personnel at the time of enrollment must notify the Superintendent's office of the hours of enrollment. The Treasurer's office will issue a purchase order to the person for future payment of the allowance.
 - b. Upon successful completion with a passing grade in the coursework, payment will be made in the manner prescribed above.
5. The allowance schedule of payments is as follows: Two Hundred Dollars (\$200.00) will be paid for each semester hour completed prior to September 1 of the year the allowance is paid.
6. A maximum of One Thousand Eight Hundred Dollars (\$1,800.00) per employee and a total maximum for the bargaining unit of Fifty Thousand Dollars (\$50,000) shall be paid by the Board for educational allowance each respective fiscal year. Unused appropriation amounts for educational allowance from one fiscal year shall be carried over to the next fiscal year.
7. Any current third grade teacher who is required to take the state approved Third Grade Reading Guarantee Reading Assessment to retain their current position and successfully passes will be reimbursed \$100 toward the cost of the assessment.

14.06 Severance Pay

1. An employee may elect, at the time of retirement, to be paid in cash for the value of his or her accrued but unused sick leave credit.
2. The amount of severance pay for an employee with five (5) or more years in the Dover City School District shall be determined by multiplying the daily rate of the staff member's salary at the time of separation by twenty-five percent (25%) of the unused accumulated sick leave up to 55 days. An employee working less than five (5) years in the Dover City School District shall be eligible under ORC §124.39 to receive the minimum severance payment specified by law.
3. Severance pay shall be based upon the daily rate of pay as determined from the staff member's basic contract exclusive of all supplemental contracts and allowances in effect at the time of retirement.
4. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

5. Such payment shall be made only once to any employee.
6. The written request for payment shall be submitted to the Board for approval along with a declaration and request for retirement.
7. Such payment shall be made no later than sixty (60) days after the effective date of retirement with the State Teachers' Retirement System.
8. Retirement must be applied for within one (1) year from the time employment is severed with the Board.

14.07 Payroll Deductions

1. Credit Union Deduction

Deductions will be made equally from each paycheck.

2. Dues Deduction

- a. Upon written request of any employee, the Treasurer shall deduct from the employee's pay an amount equal to the prevailing annual Association dues as certified by the Association Treasurer.
- b. Such deduction shall be made in equal installments beginning in October and continuing for the remainder of the paychecks in the school year pay cycle. A signed payroll deduction authorization executed by the employee shall be continuous from year to year or until such time as the employee withdraws such authorization in writing.
- c. The Association shall indemnify and hold the Board harmless for any and all claims arising out of or by reason of any action taken by the Board for the purpose of complying with the payroll deduction plan where the Board has complied with the dues deduction procedure.
- d. The Treasurer shall forward to the Association the amount deducted along with the complete description, by name and amount, for each employee.
- e. If an employee is hired after the beginning of the school year and joins the Association, the Association Treasurer will inform the Board Treasurer of the amount to be deducted. The deduction will commence with the teacher's second paycheck and continue for the remainder of the paychecks due.

3. Miscellaneous Deductions

- a. Tax Sheltered Annuities shall be deducted equally from each paycheck.

- b. United Way shall be deducted equally from each paycheck.
 - c. EPAC shall be deducted equally from each paycheck.
4. All deductions shall be made at no cost to the member of the bargaining unit.

14.08 Sixth Grade Outdoor Education Stipend

1. Certified employees serving as official supervisors/ chaperons for the Sixth Grade Outdoor Education Program shall receive a stipend of Seventy-Five Dollars (\$75.00). Payment of the Seventy-Five Dollars (\$75.00) stipend is based upon three (3) days and two (2) nights at camp.
2. A travel expense at the IRS rate per mile shall be paid only to those required to drive their personal automobile to and from camp.

14.09 Paycheck Distribution

1. Salaries will be paid on the basis of twenty-six (26) equal installments paid on alternate Fridays commencing with the third Friday following the first day of the school calendar.
2. Mandatory direct deposit of employee paycheck to the financial institution of the employee's choice shall be administered. In the event that the pay date falls on a holiday, the electronic transfer shall take place the workday prior to the holiday.

14.10 Extra Duty Assignments and Salaries

1. Job descriptions for all extra-duty positions will be mutually developed by the teacher currently holding the position and an administrator appointed by the Superintendent. 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. Job descriptions will be given to applicants prior to interview. The Board will have the final authority to approve and establish job descriptions. The evaluation forms for assistant coach and head coach supplemental positions appear in Appendices K and L of this Agreement, respectively.
2. The BA-0 extracurricular salary base amount in effect at the beginning of each school year will be applied (See Appendix A).
3. If no qualified bargaining unit member applies for and is offered a supplemental position, it may be filled in accordance with O.R.C. §3313.53.

14.11 Mileage Reimbursement

The Board agrees to reimburse employees for mileage incurred while performing their duties with prior approval or authorization by the Board or Administration. The mileage reimbursement rate shall be the reimbursement rate established by the Internal Revenue Service for deduction purposes. Changes in the reimbursement rate shall be effective upon official notification to the District.

14.12 Notification of Retirements

If a teacher submits a written notice of retirement to the Superintendent prior to January 1, the teacher will be paid two (2) additional severance days as a cash bonus to be paid within thirty (30) days after the effective date of the retirement.

ARTICLE XV - LEAVES OF ABSENCE

15.01 Sick Leave

1. Sick leave shall be accumulated at the rate of one and one-fourth (1.25) days per month (fifteen (15) days per year). Sick leave days shall accumulate to two hundred and twenty-one days (221).
2. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate family as used in this section shall mean except as modified below, spouse, children, step-children, parents, parents-in-law, grandparents, grandchild or other person living in the same household for whom the employee has a legal or custodial responsibility.
3. For a death in the immediate family and for the death of a sister, brother, grandparents, grandchildren, step-grandchildren, grandparents-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law, use of sick leave is limited to three (3) workdays with additional days being considered under personal leave. If the death should require extensive travel, an additional two (2) days may be added upon approval of the Superintendent.
4. Doctor/dentist appointments for the employee or his/her immediate family which cannot be scheduled at a time when school is not in session shall be appropriate use of sick leave.

15.02 Professional Improvement Leave

1. Certified staff members who have completed five (5) years of service in the Dover City School District are eligible for professional improvement leave with

part pay for one (1) year. A committee consisting of three (3) representatives of the Board and three (3) representatives named by the Association shall review all applications for recommendation to the Superintendent and Board. A majority vote in a secret ballot cast by the committee shall be necessary for recommendations to the Superintendent and Board.

2. The committee shall consider, among other qualifications, the following:
 - a. The proposed program of the applicant as related to professional graduate study, travel, writing or research;
 - b. The value of the proposed programs to the Dover City School District, its pupils and the individual applicant;
 - c. All applications shall be submitted by March 1.
3. Staff approved for a professional improvement leave will be notified of the approval by May 1. Staff on such leave shall be entitled to a salary equal to one fourth (1/4) of their current contract salary. Staff on leave will be given an employment contract during the leave and be granted full credit on the salary schedule for the period of the leave upon the resumption of duties.
4. Staff requesting such leaves must accompany their applications with a detailed plan for the use of their professional improvement leaves. Within sixty (60) days after the expiration of leave, a written report shall be sent to the Superintendent detailing the use of the leave. If the leave was granted for graduate study, a transcript from the university or college attended shall be forwarded to the Superintendent.
5. As a condition of being granted a professional improvement leave, a recipient must agree to resume duties in the Dover City School District for a period of two (2) school years. Failure to do so will require the staff member to refund to the Board all payments made during the leave period. The staff member may be granted additional leave of absence without pay if in the process of completing a degree program.

15.03 Restricted Leave

1. Each teacher shall be eligible to receive two (2) days of restricted leave per year without loss of pay. Restricted leave may not be used for other gainful employment, to seek employment elsewhere, for recreational purposes, or for such activities which can be accomplished at a time which would not conflict with the employee's assignment.
2. Restricted leave may be used for:
 - a. Attendance at civic meetings.

- b. Attendance to business or legal affairs.
 - c. Attendance to personal or family situations which cannot be addressed at a non-school time.
 - d. Religious observances.
 - e. Funeral of a close friend.
 - f. Medical appointment.
 - g. Other reasons as approved by the Administration.
3. Restricted leave must be requested at least twenty-four (24) hours in advance. The Restricted Leave Form (Appendix H) must be completed by the teacher.
 4. Additional restricted leave days may be granted by the Superintendent.

15.04 Personal Leave

1. Each teacher shall receive one (1) day of personal leave per year without loss of pay.
2. Personal leave may not be used to extend a holiday or vacation day, nor may it be used on the first or last day of the school year. A maximum of ten percent (10%) of the bargaining unit may be on personal leave at the same time.
3. Teachers shall complete the Personal Leave Form (Appendix I).
4. Personal leave must be requested twenty-four (24) hours in advance.

15.05 Release Time for Association Activities

1. The Association shall be granted three (3) days annual leave to attend to Association business. 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).
2. Officers of the Association shall be granted release time at 3:15 p.m. to attend a professional meeting of the Association on three (3) Wednesdays during the school year. The specific dates would be designated by September 15.

15.06 Assault Leave

1. A teacher who is absent due to physical disability resulting from a clearly unprovoked physical attack upon the employee, which assault occurs on Board premises or while in attendance at an official school function and in the course of the teacher's employment, shall be granted up to twenty (20) working days assault leave. During such assault leave, said teacher shall be maintained on a full-pay basis.
2. Assault leave may not be granted under this policy unless the teacher in question (1) has a signed, written statement justifying the granting and use of assault leave; the statement shall be upon Board-provided forms; and (2) provides a certificate from a licensed physician stating the nature and probable duration of the disability and the necessity of absence from regular employment. Falsification of either the aforesaid signed statement or the physician's statement by the teacher shall be grounds for suspension or termination of employment.

15.07 Jury Duty Leave

1. Members of the bargaining unit, upon notification to the Superintendent, shall be eligible for leave for the number of days or partial days needed to serve for jury duty.
2. Upon submission of proof of jury service, the teacher shall be paid the difference between his/her jury pay and his/her salary for the number of days involved.
3. Such leave shall not be deducted from sick leave.

15.08 Witness Leave

1. Any member of the bargaining unit who is called either as a witness in a trial or for a deposition in a case which directly relates to the member of the bargaining unit's work responsibilities and for cases in which the bargaining unit member or the Association is not a plaintiff or charging party against the Board, shall be granted witness leave upon notification to the Superintendent.
2. Upon submission of proof of witness leave, the member of the bargaining unit shall be paid the difference between his/her witness leave and his/her salary for the number of days involved.
3. Such leave shall not be deducted from any other leave.

15.09 Unpaid Leaves of Absence

1. A leave of absence of up to one (1) year may be granted by the Board to members of the bargaining unit (O.R.C. §3319.13). A request for one (1) year of child care leave of absence shall be granted.

2. An employee desiring such a leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent at least thirty (30) days prior to the proposed date of leave. The Superintendent shall report the request to the Board at the next regular meeting.
3. Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent in writing of such intention not later than April 1.
4. An employee may request a one (1) year extension to the leave by submitting a written request to the Superintendent by April 1. The Superintendent shall report the request to the Board at the next regular Board meeting. A request to extend a child care leave of absence may be granted.
5. Child care leaves of absence may be requested for either the balance of the semester or the balance of the school year.
6. Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. If the employee desires to purchase the leave year for STRS credit, the employee will pay his/her share and the Board's share of the contribution.
7. If an employee desires to maintain insurance, the responsibility for premium payment is that of the employee. Payment must be made monthly in advance to the Treasurer's office or directly to the insurance company. Premiums shall not exceed one hundred percent (100%) of the Board's premium.
8. Any supplemental contracts shall be terminated upon the start of a leave of absence from the regular assignment.

15.10 Professional Meeting Leave

1. A member of the bargaining unit may be given leave without loss of pay to attend professional meetings, or other activities as approved by the Administration.
2. A member of the bargaining unit shall request the leave by submitting the leave form to the Superintendent at least seven (7) days in advance. The Superintendent shall notify the member of the bargaining unit whether the request is approved or denied.
3. The member of the bargaining unit will be reimbursed under the conditions as approved by the Superintendent.

15.11 Family Medical Leave

1. In order to be eligible, an employee must have completed twelve (12) months of service to the school district.
 - a. The maximum allowable leave under this provision shall be twelve (12) weeks during any twelve (12) month period.
 - b. Qualifying use for leave under this provision include:
 - 1) The birth and care of a child. (Must be used within the first twelve (12) months of birth.)
 - 2) The adoption or placement of a child in foster care. (Must be used within the first twelve (12) months after adoption or placement.)
 - 3) 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.
 - 4) The employee's own serious health condition which makes him/her unable to perform his/her job functions.
2. Procedures for the Family Medical Leave
 - a. 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 educational 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.
 - b. An employee is required to first use available paid leave, sick leave (if for an appropriate personal/sick leave purpose) and vacation leave. Paid leave can satisfy part or all of the twelve (12) week family medical leave.
 - c. 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.

- d. 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.
 - e. If a husband and wife are employed by the Board, and are both 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.
 - f. 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.
 - g. 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.
3. The twelve (12) month period in which the twelve (12) weeks of leave may be taken begins yearly on July 1.
4. 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:
- a. the leave will last at least three (3) weeks; and
 - b. the employee would return to work during the three (3) week period before the end of the semester.
5. When an employee begins leave for a purpose other than the employee's 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:
- a. the leave will last more than two (2) weeks, and
 - b. the employee would return to work during the two (2) week period before the end of the semester.
6. 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 XVI - GRIEVANCE PROCEDURE

16.01 Definitions

1. A grievance is a complaint involving the alleged misinterpretation, misapplication or violation of this Negotiated Agreement.
2. A grievance procedure is a method by which an individual or group of employees or the Association can express a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels.
3. A grievant is a teacher, group of teachers or the Association having a grievance.
4. A day in this section shall mean a calendar day. The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure.

16.02 The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time.

16.03 Both parties agree that grievance proceedings should be handled in a confidential manner.

16.04 Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of the Negotiated Agreement between the parties.

16.05 A grievant shall initiate action within twenty-one (21) calendar days of the event or condition upon which the grievance is based.

16.06 Procedure

1. Time limits stipulated should be adhered to strictly as maximums to insure rapid resolution to problems and issues concerned. Lack of adherence to time limits by the grievant shall result in the declaration that resolution has been obtained by the last level of hearing. Lack of adherence to time limits by the administrator shall allow the grievant to go to the next step. Time limits may be extended only by the mutual agreement of all parties concerned.
2. Level One (Informal)

Within twenty-one (21) calendar days of an event or condition that an individual considers a grievance, the teacher shall discuss the problem with his immediate supervisor. He or she may do this alone or with an Association representative.

3. Level Two (Formal)

- a. In the event the grievant is not satisfied with the disposition at Level One, within seven (7) calendar days after the informal meeting, he or she may initiate the formal grievance procedure.
- b. In all levels of the formal proceedings, official Grievance Report Forms (Appendix J) shall be made in triplicate: one (1) for the grievant; one (1) for the Administration; and, one (1) for the Association.
- c. Within seven (7) calendar days of the filing, a hearing shall be arranged between the grievant, the immediate supervisor, an Association representative and other parties who may be needed to give information relative to the claim. The disposition by the supervisor shall be added to the Grievance Report Forms in triplicate prior to the adjourning of this hearing.

4. Level Three (Formal)

- a. If the grievant is not satisfied by the disposition of the immediate supervisor, he/she may seek a hearing with the Superintendent or his designated representative within seven (7) calendar days after receipt of the decision at Level Two by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next seven (7) calendar days, a hearing shall be arranged between the grievant, the Superintendent or his designated representative (who must be someone other than the grievant's immediate supervisor), and a representative of the Association.
- b. The disposition of the Superintendent or his designee shall be completed in writing within seven (7) calendar days after the Level Three hearing.

5. Level Four (Formal)

- a. If the Association is not satisfied with the disposition in Level Three, it may request that the issue be submitted to arbitration within ten (10) calendar days after receipt of the decision at Level Three. The arbitrator shall be appointed by the American Arbitration Association according to the alternate strike procedure. Either party shall have the right to request a second list. Information submitted to the arbitrator at the arbitration hearing shall be confined to the information and positions related in the lower levels of the grievance proceedings relative to the parties concerned.

- b. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.
- c. The arbitrator shall make his report and recommendation in triplicate to the aggrieved, the Superintendent and the President of the Association. Said report shall be within thirty (30) working days after the arbitration hearing. The arbitrator's decision shall be binding on the parties. The cost of the arbitrator's services shall be paid for equally by the Board and the Association.

16.07 Miscellaneous

- 1. Nothing in this procedure shall be construed so as to deny the Association or its representatives the right to redress before an appropriate administrative agency or through the courts, if such course seems to them at their sole discretion more appropriate. Nothing in this procedure shall be construed to deny the individual, the Association or its representatives, the right to seek redress by law.
- 2. No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.
- 3. No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed above.
- 4. A grievance may be withdrawn at any level without prejudice or record.
- 5. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the grievant and the appropriate administrator.
- 6. No records, documents or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedure described in this Agreement.
- 7. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office and by designated officials of the Association.

ARTICLE XVII - SUMMER SCHOOL, HOME INSTRUCTION AND SATURDAY SCHOOL INSTRUCTION

17.01 Summer School

The Board will sponsor a summer school if there is a sufficient demand for such a program. The tuition or fee charged must be enough to cover the cost of the program. Payment of teachers will be in accordance with the provisions of Section 17.07(B).

17.02 Home Instruction/Tutoring

For each hour of home instruction performed by a member of the bargaining unit, said employee shall be paid in accordance with the provisions in Section 17.07(B).

17.03 Saturday School Instruction

For each hour of Saturday school instruction performed by a member of the bargaining unit, said employee shall be paid in accordance with the provisions in Section 17.07(A).

17.04 After-School Detention

For each hour of after school detention performed by a member of the bargaining unit, said employee shall be paid in accordance with the provisions of Section 17.07(A).

17.05 Tutoring for Proficiency and/or Competency Based Testing

For each hour of tutoring for proficiency and/or competency based testing performed by a member of the bargaining unit, said employee shall be paid in accordance with the provisions of Section 17.07(B).

17.06 Textbook Study/Selection Committee Meetings

For each hour of textbook study/selection committee meetings required by the Administration or department chairs outside the teacher workday, each teacher shall be paid in accordance with Section 17.07(A).

17.07 Hourly Rate

A. Curriculum Rate

The hourly rate shall be Twenty Dollars and Twenty Cents (\$20.20) per hour.

B. Teaching Rate

The hourly rate shall be Twenty-Six Dollars (\$26.00) per hour.

17.08 After School Study Groups/Math Club/Kindergarten Screening

For each hour of after school study groups, Math Club, and Kindergarten screening required by the Administration or department chairs outside the teacher workday, each teacher shall be paid in accordance with Section 17.07(B).

ARTICLE XVIII - DISCIPLINE AND PROMOTION POLICY

- 18.01 The teacher is charged with the responsibility of controlling the behavior of his or her pupils. It is expected that this will be accomplished in a constructive, professional and impartial manner with due regard to the best interests of all persons concerned. All discipline must only be administered in accordance with Board Policy and Administrative guidelines.
- 18.02 Pupils are not to be detained at school for longer than thirty (30) minutes after the school session without advance notice being given to the parent or guardian, and in no case for longer than one (1) hour. Persons responsible for retaining pupils must make satisfactory transportation arrangements.
- 18.03 If an administrator decides to promote or pass a student notwithstanding a teacher's prior determination to the contrary, the administrator will send a copy of the written record of said decision to the involved teacher.

ARTICLE XIX - RETIREMENT PICK-UP

- 19.01 The Employer Pick-Up of State Teachers' Retirement System contributions under the salary reduction method, shall continue in effect.
- 19.02 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.

ARTICLE XX - CLASS SIZE

- 20.01 The Board recognizes that large class size may adversely affect teaching effectiveness. Consequently, class size in the elementary or secondary level should not exceed thirty (30) students in academic classes. Efforts will be made to maintain class size at appropriate levels; however, limited facilities and larger than average enrollments may create circumstances where this goal may not be reached.
- 20.02 A District-wide pupil/teacher ratio of 25:1 or less will be maintained.

ARTICLE XXI - ASSOCIATION PRIVILEGES

The Association shall have the privilege to:

- 21.01 Have an official spokesperson present at official meetings of the Board with the right to speak in accordance with Board policy.
- 21.02 Insert materials in teachers' mailboxes.
- 21.03 Use bulletin boards designated by the Administration accessible to all teachers for Association communications.
- 21.04 Be provided the names and addresses of newly employed teachers following Board approval of their contracts.
- 21.05 Use school facilities in accordance with Board policy for general membership meetings.
- 21.06 Have payroll deductions as provided for within this Agreement.
- 21.07 **Board Policy Manual Access**

Have access to the current Board Policy Manual for members of the bargaining unit. One (1) copy of the manual will be placed in each building office and library. Teachers who desire to sign-out the manual for home study may do so with prior coordination with the Building Principal. The Association President will receive a copy of one (1) Board Policy Manual and all revisions.

ARTICLE XXII - BUDGET PRACTICES

- 22.01 Members of the bargaining unit shall be responsible for prioritizing their requests to expedite purchasing.

ARTICLE XXIII - EMPLOYMENT OF RETIRED TEACHERS

- 23.01 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 Article, 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.
- 23.02 A Retiree shall be paid at a minimum of the BA-5 salary step level in their proper degree column.

- 23.03 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 Article IX of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing 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.
- 23.04 A Retiree shall accumulate and may use sick leave in accordance with Article XIV (Fourteen) of the Negotiated Agreement, but shall not be entitled to severance pay under Section 13.06 of the Negotiated Agreement upon conclusion of employment as a Retiree.
- 23.06 A Retiree shall not accumulate seniority in the bargaining unit.
- 23.07 The Board and Association expressly intend that this Article supercede 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.

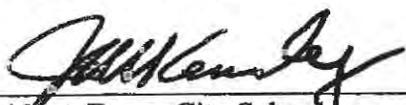
ARTICLE XXIV - DURATION AND INTENT OF AGREEMENT

- 24.01 This Agreement shall be in effect from August 1, 2014 through July 31, 2017.
- 24.02 This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement (as in 24.01), and neither party shall have a duty to negotiate with respect to any matter during such period.
- 24.03 The Board shall retain all rights, powers, duties and authorities granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate provided such policies, rules, and regulations are not in conflict with this Agreement.

ARTICLE XXV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 23rd day of December, 2013, at Dover, Ohio.

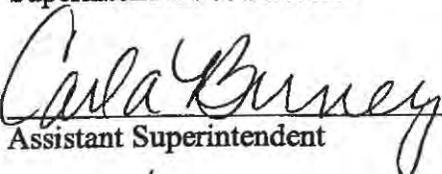
FOR THE BOARD:



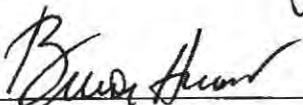
President, Dover City School
District Board of Education



Superintendent of Schools



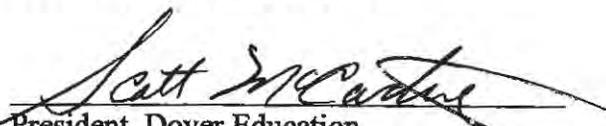
Assistant Superintendent



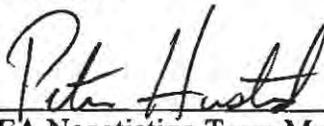
Treasurer

Board Negotiating Team Member

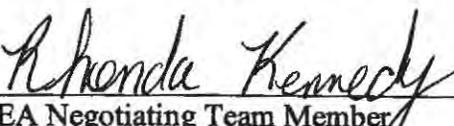
FOR THE ASSOCIATION:



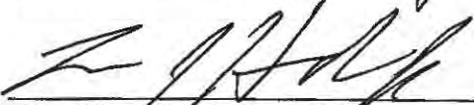
President, Dover Education
Association



DEA Negotiating Team Member



DEA Negotiating Team Member



DEA Negotiating Team Member



DEA Negotiating Team Member

APPENDIX A

**DOVER CITY SCHOOL DISTRICT
EXTRA DUTY ASSIGNMENT SALARY SCHEDULE**

Duty	Assignment	Percentage of BA-0 Base Salary
Asst. Athletic Dir.	Assistant Athletic Director	12
Football	Head Coach Football -1	24
	Varsity Assistant Coach -6	18
	Head Coach Freshman -1	12
	Assistant Freshman Coach - 2*	10
	Head Coach Middle School -1	10
	Assistant Coach Middle School -3	8
	Flag Football (5-6)	6
	Equipment Manager -1 Photographer -1	10 2
Basketball (Boys)	Head Coach -1	24
	Varsity Assistant Coach -2	18
	Freshman -1	12
	Middle School (7-8) -2	10
	Developmental -1	6
	Grades (5-6) -1	6
Basketball (Girls)	Head Coach -1	24
	Varsity Assistant Coach -2	18
	Freshman -1 (none)	12
	Middle School (7-8) -2	10
	Developmental -1	6
	Grades (5-6) -1	6
Cross Country	Head Coach -1	14
	Middle School (7-8) -1	8
	Assistant Varsity -1	8
Golf	Head Coach -1	12
	Assistant Varsity - 1	8
	Middle School Coach -1	6
Soccer (Boys)	Head Coach -1	18
	Varsity Assistant Coach -2	12
	Middle School -1	8
	Grades (5-6) -1	6

*Pending twenty-five (25) players

Soccer (Girls)	Head Coach	18
	Varsity Assistant Coach (2)	12
	Middle School	8
	Grades (5-6)	6
Tennis (Boys)	Head Coach -1	12
	Assistant	6
Tennis (Girls)	Head Coach -1	12
	Assistant	6
Volleyball (Girls)	Head Coach -1	18
	Varsity Assistant Coach -2	12
	Freshman Coach -1	10
	Middle School (7-8) -2	8
Wrestling	Head Coach -1	18
	Varsity Assistant Coach -2	12
	Middle School (7-8)	8
	Grades (5-6)	6
Baseball	Head Coach -1	16
	Varsity Assistant Coach -2 (1 is JV)	12
	Freshman Coach -1	10
Softball (Girls)	Head Coach -1	16
	Assistant Coach -2	12
	Freshman Coach -1	10
Track (Boys/Girls)	Varsity Head Coach Varsity	18
	Assist. Coach -6	12
	Head Middle Coach (Boys) - 1	10
	Middle School (7-8) - 3	8
Swimming	Head Coach (Boys & Girls)	12
	Assistant - 2	6
Gymnastics	Head Coach	6
Trainer	Head Trainer -1	28
	Assistant Trainer -1	20
Cheerleaders	Varsity/Reserve Advisor	12
	Asst. Varsity/Reserve Advisor	6
	Freshman	7
	Middle School (7-8)	6
Drama	High School	18
	Middle School	3
	Music Director	4.5
	Choreographer	3
	Accompanist	2
	Elem. (4-5) ¹	3
	Technical Director	7.5
	Music Pit Conductor	\$300
	Pit Musician (3)	\$175

¹One person for all three (3) buildings.

Vocal Music	High School Choirs	18
	Choreographer	2
	Middle Choir (6-8) (3)	2 each
	Accompanist	3
Dance	Teacher Advisor (2)	3
Instrumental Music	Senior Band	24
	Assist. Marching Band	12
	Orchestra	18
	Assistant Orchestra	10
	Assistant Band Director	6
	Senior Jazz Band	10
	Middle School (6-7-8)	12
	Elementary Band (5th)	5
	Steel Drum Band	12
Miscellaneous	Power of the Pen	3
	Student Council (9-12)	6
	Assist. Student Council	3
	Student Council (7-8)	3
	Assistant Student Council (7-8)	2
	Senior Advisor	4
	Junior Advisor	6
	Sophomore Advisor	2.5
	Freshman Advisor	2.5
	Assist. Junior Advisor	3
	Swirl Yearbook	5
	National Honor Society	3.5
	Asst. National Honor Soc.	2.5
	Scholar Challenge	2.5
	Director 6th Grade Camp	2
	Director 8th Grade D.C. Trip	2
	Director 7 th Grade Trip	1
	Overnight Field Trip/Camp Teacher Attend. ²	
	(6th Gr. Camp Counselors & D.C. Trip Teacher Attendant)	
	Concessions Manager	4
	Pep Club	2.5
	Science Club	2.5
	Math Club	2.5
	Foreign Language Club	2.5
	Art Club	2.5
	Multi-Cultural Aware. Comm.	2.5
	Future Homemakers	2.5
	Future Teachers	2.5
	Crimsonian	3
	Science Olympiad Advisor	2.5
	Middle School Lead Tech. Teacher	6
	High School Lead Tech. Teacher	6
	Head Athletic Camp Coach	
	\$200/day for camp days	

²Board approved trips at Fifty Dollars (\$50.00) per night.

	Assistant Athletic Camp Coach	\$300 for pre- and post-camp preparation \$100/day for camp days	
Department Heads	HS English	6	
	HS Social Studies	6	
	HS Science/Health	6	
	HS Math	6	
	Arts	6	
	Business/IT/Home Ec/PE	6	
	Foreign Language	6	
	Special Ed./Gifted/OWE/OWA	6	
	MS English	4	
	MS Social Studies	4	
	MS Science/Health	4	
	MS Math	4	
	Mandated	Mentor	5
		LPDC Teacher Members ³	
Summer School Teacher ⁴			
Head Teacher (1 per elem. - 3)		8	
Lead Science Teacher (1 per elem. & 1 per MS) -4		6	
Lead Technology Teacher (1 per elementary) -3		6	
Curriculum Rate: \$20.20/hour (For course of study development, will pay a maximum of 20 hours per 1 credit course and 10 hours per 2 credit course)			
Teaching Rate: \$26/hour (Pays for such as: Summer School Teachers, After School Teaching, Staff Development Programs) Rate will be approved by administration based on the assignment and sufficient enrollment.)			

*Positions may be split based upon mutual agreement of the parties.

³LPDC members will be paid at the hourly Curriculum Rate, which will be reported on a time sheet.

⁴See Teaching Rate

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PRE-CONFERENCE FORM

APPENDIX B

Teacher _____ Grade Level/Subject _____

Pre-Conference Date _____ Observation Date _____

**The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.*

Focus (Standard 4: Instruction)

What standards are addressed in the planned instruction? Why is this learning important?

Assessment Data (Standard 3: Assessment)

What assessment data was examined to inform this lesson planning?

Prior Content Knowledge/Sequence/Connections (Standard 1: Students/Standard 2: Content/Standard 4: Instruction)

What prior knowledge do students need? What are the connections to previous and future learning? How does this lesson connect to students' real-life experiences and/or possible careers? How does it connect to other disciplines?

Knowledge of Students (Standard 1: Students)

What should the evaluator know about the student population? How is this a developmentally appropriate learning activity?

Professional Responsibilities (Standard 6: Collaboration and Communication/Standard 7: Professional Responsibility and Growth)

How do you cooperate/collaborate with colleagues? What is your communication style? Discuss ways you reflect and analyze your teaching. What are some ways you further your own professional growth?

Lesson Delivery (Standard 2: Content/Standard 4: Instruction)

What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
What strategies will be used to make sure all students achieve lesson goals?

Differentiation (Standard 1: Students/Standard 4: Instruction)

How will the instructional strategies address all students' learning needs? How will the lesson engage and challenge students of all levels?

Resources (Standard 2: Content/Standard 4: Instruction)

What resources/materials will be used in instruction? How will technology be integrated into lesson delivery?

Classroom Environment (Standard 1: Students/Standard 5: Learning Environment)

How will the environment support all students? How will different grouping strategies be used?

Assessment of Student Learning (Standard 3: Assessment)

How will you check for understanding during the lesson? What specific products or demonstrations will assess student learning/achievement of goals for instruction?

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TEACHER PERFORMANCE EVALUATION RUBRIC: OBSERVATION FORM

APPENDIX B

INSTRUCTIONAL PLANNING

	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
<p>Focus for Learning (Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.</p>	<p>The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.</p>	<p>The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measureable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.</p>	<p>The teacher establishes challenging and measureable 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.</p>
<p>Evidence <i>A2 Articulates clear learning goals for the lesson that are appropriate for the student</i></p>				
	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
<p>Assessment Data (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>
<p>Evidence</p>				

INSTRUCTIONAL PLANNING (cont.)

	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
<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>
<p>Evidence <i>A3 Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future</i></p>				

INSTRUCTIONAL PLANNING (cont.)

	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
<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 students' 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 <i>A1 Is familiar with relevant aspects of student' background knowledge and experiences</i></p>				

INSTRUCTION AND ASSESSMENT

	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
<p>Lesson Delivery (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
<p>Evidence <i>A4 Uses a variety of teaching methods based on student learning styles</i> <i>A6 Demonstrates knowledge of content</i> <i>C1 Makes learning goals and instructional procedures clear to students</i> <i>C2 Makes content comprehensible to students</i> <i>C3 Encourages students to extend their thinking</i></p>				

INSTRUCTION AND ASSESSMENT (cont.)

	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
<p>Differentiation (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
<p>Evidence <i>B3 Communicates challenging learning expectations to each student</i> <i>D2 Demonstrates the belief that I am responsible for teaching <u>all</u> students</i></p>				
<p>Resources (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
<p>Evidence <i>C6 Incorporates and implements technology usage in the classroom</i></p>				

INSTRUCTION AND ASSESSMENT (cont.)

	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
<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>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>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>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>

Classroom Environment (cont.)				
	<p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
<p>Evidence <i>B1 Creates a climate that promotes fairness</i> <i>B2 Establishes and maintains rapport with students</i> <i>B4 Establishes and maintains consistent standards of classroom behavior</i> <i>B5 Makes the physical environment as safe and conducive to learning as possible</i> <i>C5 Uses instructional time effectively (time on task)</i></p>				

INSTRUCTION AND ASSESSMENT (cont.)

	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
<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 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>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 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>

Assessment of Student Learning (cont.)				
	<p>The teacher does not provide students with feedback about their learning.</p>	<p>Students receive occasional or limited feedback about their performance from the teacher.</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 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>
<p>Evidence <i>A5 Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson</i> <i>C4 Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands</i> <i>D1 Reflects on the extent to which the learning goals were met</i> <i>D4 Communicates with parents or guardians about student learning</i></p>				

PROFESSIONALISM

	INEFFECTIVE <input type="checkbox"/>	DEVELOPING <input type="checkbox"/>	SKILLED <input type="checkbox"/>	ACCOMPLISHED <input type="checkbox"/>
<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 communicated 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>
<p>Evidence <i>D3 Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students</i> <i>D5 Is punctual to class and has a good attendance record</i> <i>D6 Dresses appropriately</i> <i>D7 Maintains and submits in a timely matter accurate records and reports</i> <i>D8 Grows and develops professionally</i></p>				

Overall Rating:

- Accomplished
- Skilled
- Developing
- Ineffective

Evaluator's Signature

Date

Teacher's Signature

Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

WALKTHROUGH/INFORMAL OBSERVATION APPENDIX B

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	
FOCUS ON LEARNING <input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	DIFFERENTIATION <input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students
ASSESSMENT DATA <input type="checkbox"/> Multiple methods of assessments of student learning are utilized to guide instruction	RESOURCES <input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives
PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS <input type="checkbox"/> Content presented is accurate and grade appropriate <input type="checkbox"/> Teacher connects lesson to real-life applications <input type="checkbox"/> Lesson content is linked to previous and future learning	CLASSROOM ENVIRONMENT <input type="checkbox"/> Classroom learning environment is safe and conducive to learning <input type="checkbox"/> Instructional time is used effectively <input type="checkbox"/> Routines support learning goals and activities
LESSON DELIVERY <input type="checkbox"/> Instruction is developmentally appropriate	ASSESSMENT OF STUDENT LEARNING <input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Evaluator Summary Comments:

Recommendations:

Evaluator Signature _____

Photocopy to Teacher

FINAL SUMMATIVE RATING OF TEACHER EFFECTIVENESS

APPENDIX B

Teacher Performance 50%	Ineffective	Developing	Skilled	Accomplished
Summative Performance Rating				
<i>Areas of reinforcement/refinement:</i>				
Student Growth Measures 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.

**DOVER CITY SCHOOL DISTRICT
TEACHER CLASSROOM OBSERVATION FORM
AND PERFORMANCE RATING**

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	E	=	Excellent
	G	=	Good
	S	=	Satisfactory
	NI	=	Needs Improvement
	U	=	Unsatisfactory
	NO	=	Not Observed

Starting Time _____

Ending Time _____

Domain A: Organizes Content Knowledge for Student Learning

- _____ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- _____ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- _____ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.
- _____ A4. Uses a variety of teaching methods based on student learning styles
- _____ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.
- _____ A6. Demonstrates knowledge of content

Domain B: Creates an Environment for Student Learning

- _____ B1. Creates a climate that promotes fairness
- _____ B2. Establishes and maintains rapport with students
- _____ B3. Communicates challenging learning expectations to each student
- _____ B4. Establishes and maintains consistent standards of classroom behavior
- _____ B5. Makes the physical environment as safe and conducive to learning as possible

Domain C: Teaches for Student Learning

- _____ C1. Makes learning goals and instructional procedures clear to students
- _____ C2. Makes content comprehensible to students
- _____ C3. Encourages students to extend their thinking
- _____ C4. Monitors students= understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- _____ C5. Uses instructional time effectively (time on task)
- _____ C6. Incorporates and implements technology usage in the classroom

Observer's Comments:

Teacher's Comments:

Observer's Signature

Teacher's Signature

Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)

**DOVER CITY SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM**

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	E	=	Excellent
	G	=	Good
	S	=	Satisfactory
	NI	=	Needs Improvement
	U	=	Unsatisfactory
	NO	=	Not Observed

Domain A: Organizes Content Knowledge for Student Learning

- _____ A1. Is familiar with relevant aspects of students' background knowledge and experiences
- _____ A2. Articulates clear learning goals for the lesson that are appropriate for the students
- _____ A3. Demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future
- _____ A4. Uses a variety of teaching methods based on student learning styles
- _____ A5. Uses a variety of evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson
- _____ A6. Demonstrates knowledge of content

Domain B: Creates an Environment for Student Learning

- _____ B1. Creates a climate that promotes fairness
- _____ B2. Establishes and maintains rapport with students
- _____ B3. Communicates challenging learning expectations to each student
- _____ B4. Establishes and maintains consistent standards of classroom behavior
- _____ B5. Makes the physical environment as safe and conducive to learning as possible

APPENDIX C (Cont'd)

Domain C: Teaches for Student Learning

- _____ C1. Makes learning goals and instructional procedures clear to students
- _____ C2. Makes content comprehensible to students
- _____ C3. Encourages students to extend their thinking
- _____ C4. Monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands
- _____ C5. Uses instructional time effectively (time on task)
- _____ C6. Incorporates and implements technology usage in the classroom

Domain D: Teacher Professionalism

- _____ D1. Reflects on the extent to which the learning goals were met
- _____ D2. Demonstrates the belief that I am responsible for teaching all students.
- _____ D3. Builds professional relationships with colleagues to share teaching insights and to coordinate learning activities for students
- _____ D4. Communicates with parents or guardians about student learning
- _____ D5. Is punctual to class and has a good attendance record
- _____ D6. Dresses appropriately
- _____ D7. Maintains and submits in a timely manner accurate records and reports
- _____ D8. Grows and develops professionally

Administrator's Comments:

Teacher's Comments:

APPENDIX C (Cont'd)

SUMMATIVE RATING:

This summative rating of the above-named teacher for this school year is (check one):

- Excellent
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

Evaluator's Signature

Date

Teacher's Signature

Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form.

(Additional pages may be used as desired)

APPENDIX D

**DOVER CITY SCHOOL DISTRICT
TEACHER SALARY INDEX SCHEDULE**

<u>Years of Experience</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A. +40</u>
0	1.0000	1.0400	1.0816	1.1248	1.1697
1	1.0400	1.0816	1.1248	1.1697	1.2164
2	1.0816	1.1248	1.1697	1.2164	1.2650
3	1.1248	1.1697	1.2164	1.2650	1.3156
4	1.1697	1.2164	1.2650	1.3156	1.3682
5	1.2164	1.2650	1.3156	1.3682	1.4229
6	1.2650	1.3156	1.3682	1.4229	1.4798
7	1.3156	1.3682	1.4229	1.4798	1.5389
8	1.3682	1.4229	1.4798	1.5389	1.6004
9	1.4229	1.4798	1.5389	1.6004	1.6644
10	1.4798	1.5389	1.6004	1.6644	1.7309
11	1.5389	1.6004	1.6644	1.7309	1.8001
12	--	--	1.7309	1.8001	1.8721
13	--	--	1.8001	1.8721	1.9470
24	1.5498	1.6113	1.8110	1.8830	1.9579
27	1.5607	1.6222	1.8219	1.8939	1.9688

APPENDIX E

**DOVER CITY SCHOOL DISTRICT
2014-15 TEACHER SALARY SCHEDULE**

Years of Experience	BA	B.A.+15	M.A.	M.A.+15	M.A.+40
0	\$35,028	\$36,429	\$37,886	\$39,399	\$40,972
	1	1.04	1.0816	1.1248	1.1697
1	\$36,429	\$37,886	\$39,399	\$40,972	\$42,608
	1.04	1.0816	1.1248	1.1697	1.2164
2	\$37,886	\$39,399	\$40,972	\$42,608	\$44,310
	1.0816	1.1248	1.1697	1.2164	1.265
3	\$39,399	\$40,972	\$42,608	\$44,310	\$46,083
	1.1248	1.1697	1.2164	1.265	1.3156
4	\$40,972	\$42,608	\$44,310	\$46,083	\$47,925
	1.1697	1.2164	1.265	1.3156	1.3682
5	\$42,608	\$44,310	\$46,083	\$47,925	\$49,841
	1.2164	1.265	1.3156	1.3682	1.4229
6	\$44,310	\$46,083	\$47,925	\$49,841	\$51,834
	1.265	1.3156	1.3682	1.4229	1.4798
7	\$46,083	\$47,925	\$49,841	\$51,834	\$53,905
	1.3156	1.3682	1.4229	1.4798	1.5389
8	\$47,925	\$49,841	\$51,834	\$53,905	\$56,059
	1.3682	1.4229	1.4798	1.5389	1.6004
9	\$49,841	\$51,834	\$53,905	\$56,059	\$58,301
	1.4229	1.4798	1.5389	1.6004	1.6644
10	\$51,834	\$53,905	\$56,059	\$58,301	\$60,630
	1.4798	1.5389	1.6004	1.6644	1.7309
11	\$53,905	\$56,059	\$58,301	\$60,630	\$63,054
	1.5389	1.6004	1.6644	1.7309	1.8001
12	\$53,905	\$56,059	\$60,630	\$63,054	\$65,576
	1.5389	1.6004	1.7309	1.8001	1.8721
13	\$53,905	\$56,059	\$63,054	\$65,576	\$68,200
	1.5389	1.6004	1.8001	1.8721	1.947
24	\$54,286	\$56,441	\$63,436	\$65,958	\$68,581
	1.5498	1.6113	1.811	1.883	1.9579
27	\$54,668	\$56,822	\$63,818	\$66,340	\$68,963
	1.5607	1.6222	1.8219	1.8939	1.9688

APPENDIX F

**DOVER CITY SCHOOL DISTRICT
2015-16 TEACHER SALARY SCHEDULE**

Years of Experience	BA	B.A.+15	M.A.	M.A.+15	M.A.+40
0	\$35,729	\$37,158	\$38,644	\$40,188	\$41,792
	1	1.04	1.0816	1.1248	1.1697
1	\$37,158	\$38,644	\$40,188	\$41,792	\$43,461
	1.04	1.0816	1.1248	1.1697	1.2164
2	\$38,644	\$40,188	\$41,792	\$43,461	\$45,197
	1.0816	1.1248	1.1697	1.2164	1.265
3	\$40,188	\$41,792	\$43,461	\$45,197	\$47,005
	1.1248	1.1697	1.2164	1.265	1.3156
4	\$41,792	\$43,461	\$45,197	\$47,005	\$48,884
	1.1697	1.2164	1.265	1.3156	1.3682
5	\$43,461	\$45,197	\$47,005	\$48,884	\$50,839
	1.2164	1.265	1.3156	1.3682	1.4229
6	\$45,197	\$47,005	\$48,884	\$50,839	\$52,872
	1.265	1.3156	1.3682	1.4229	1.4798
7	\$47,005	\$48,884	\$50,839	\$52,872	\$54,983
	1.3156	1.3682	1.4229	1.4798	1.5389
8	\$48,884	\$50,839	\$52,872	\$54,983	\$57,181
	1.3682	1.4229	1.4798	1.5389	1.6004
9	\$50,839	\$52,872	\$54,983	\$57,181	\$59,467
	1.4229	1.4798	1.5389	1.6004	1.6644
10	\$52,872	\$54,983	\$57,181	\$59,467	\$61,843
	1.4798	1.5389	1.6004	1.6644	1.7309
11	\$54,983	\$57,181	\$59,467	\$61,843	\$64,316
	1.5389	1.6004	1.6644	1.7309	1.8001
12	\$54,983	\$57,181	\$61,843	\$64,316	\$66,888
	1.5389	1.6004	1.7309	1.8001	1.8721
13	\$54,983	\$57,181	\$64,316	\$66,888	\$69,564
	1.5389	1.6004	1.8001	1.8721	1.947
24	\$55,373	\$57,570	\$64,705	\$67,278	\$69,954
	1.5498	1.6113	1.811	1.883	1.9579
27	\$55,762	\$57,960	\$65,095	\$67,667	\$70,343
	1.5607	1.6222	1.8219	1.8939	1.9688

APPENDIX G

**DOVER CITY SCHOOL DISTRICT
2016-17 TEACHER SALARY SCHEDULE**

Years of Experience	BA	B.A.+15	M.A.	M.A.+15	M.A.+40
0	\$36,444	\$37,902	\$39,418	\$40,992	\$42,629
	1	1.04	1.0816	1.1248	1.1697
1	\$37,902	\$39,418	\$40,992	\$42,629	\$44,330
	1.04	1.0816	1.1248	1.1697	1.2164
2	\$39,418	\$40,992	\$42,629	\$44,330	\$46,102
	1.0816	1.1248	1.1697	1.2164	1.265
3	\$40,992	\$42,629	\$44,330	\$46,102	\$47,946
	1.1248	1.1697	1.2164	1.265	1.3156
4	\$42,629	\$44,330	\$46,102	\$47,946	\$49,863
	1.1697	1.2164	1.265	1.3156	1.3682
5	\$44,330	\$46,102	\$47,946	\$49,863	\$51,856
	1.2164	1.265	1.3156	1.3682	1.4229
6	\$46,102	\$47,946	\$49,863	\$51,856	\$53,930
	1.265	1.3156	1.3682	1.4229	1.4798
7	\$47,946	\$49,863	\$51,856	\$53,930	\$56,084
	1.3156	1.3682	1.4229	1.4798	1.5389
8	\$49,863	\$51,856	\$53,930	\$56,084	\$58,325
	1.3682	1.4229	1.4798	1.5389	1.6004
9	\$51,856	\$53,930	\$56,084	\$58,325	\$60,657
	1.4229	1.4798	1.5389	1.6004	1.6644
10	\$53,930	\$56,084	\$58,325	\$60,657	\$63,081
	1.4798	1.5389	1.6004	1.6644	1.7309
11	\$56,084	\$58,325	\$60,657	\$63,081	\$65,603
	1.5389	1.6004	1.6644	1.7309	1.8001
12	\$56,084	\$58,325	\$63,081	\$65,603	\$68,227
	1.5389	1.6004	1.7309	1.8001	1.8721
13	\$56,084	\$58,325	\$65,603	\$68,227	\$70,956
	1.5389	1.6004	1.8001	1.8721	1.947
24	\$56,481	\$58,722	\$66,000	\$68,624	\$71,354
	1.5498	1.6113	1.811	1.883	1.9579
27	\$56,878	\$59,119	\$66,397	\$69,021	\$71,751
	1.5607	1.6222	1.8219	1.8939	1.9688

**DOVER CITY SCHOOL DISTRICT
SUMMARY OF DENTAL INSURANCE COVERAGE**

I. Dental Expense Benefits

All Dental Expense Benefits are subject to the deductibles, co-payment, and maximum amount shown below:

	Annual Maximum for other than Orthodontics	\$1,500.00
	Lifetime Maximum for Orthodontics	\$750.00
	Deductible Amount	\$25.00 per calendar year (deductible waived for Class I and Class IV Services)
	Family Deductible	Maximum of \$75.00 per family per calendar year.
	Co-Payment (Paid by the Plan)	
	1. Class I	100% of URC*
	2. Class II	80% of URC*
	3. Class III	60% of URC*
	4. Class IV	60% of URC*

II. The above is only a general summary of dental insurance coverage provided. Applicable policy provisions will govern payment for dental claims.

*Late enrollees, including those individuals who did not enroll when first eligible and subsequently enrolled during an open enrollment period shall, during the twelve (12) months immediately following such late enrollment, receive benefits of fifty percent (50%) of the benefits otherwise payable under the Plan after the deductible is satisfied.

**DOVER CITY SCHOOL DISTRICT
GRIEVANCE FORM**

STEP _____

This form is to be used at all steps of the grievance procedure.

Grievant's Name: _____

Grievant's Building Assignment: _____

Date Grievance Occurred: _____

Date of Formal Filing: _____

Level Grievance Initiated: _____

Statement of Grievance:

Remedy Sought:

Signature of Grievant: _____

Date of Signature: _____

A copy of the decision must be sent to the Association President at the same time the decision is sent to the grievant.

**DOVER CITY SCHOOL DISTRICT
ASSISTANT COACH EVALUATION FORM**

Coach's Name _____ Sport _____

Rating Scale:

1 = Excellent 2 = Good 3 = Satisfactory 4 = Needs Improvement 5 = Unsatisfactory

- | | |
|---|------------|
| A. GOOD OF THE PROGRAM | CIRCLE ONE |
| 1. Rapport between coach and players. | 1 2 3 4 5 |
| 2. Intensity of interest in coaching this sport. | 1 2 3 4 5 |
| 3. Rapport between coach and rest of coaching staff. | 1 2 3 4 5 |
| 4. Accepts coaching duties given by head coach. | 1 2 3 4 5 |
| 5. Follows all OHSAA and Dover Board policies. | 1 2 3 4 5 |
| B. ADMINISTRATION OF DUTIES | CIRCLE ONE |
| 1. Care of equipment. | 1 2 3 4 5 |
| 2. Supervision of players in locker room and other areas. | 1 2 3 4 5 |
| 3. Completes scouting and pre or post season duties. | 1 2 3 4 5 |
| C. COACHING TECHNIQUES | CIRCLE ONE |
| 1. Teaching ability | 1 2 3 4 5 |
| 2. Knowledge of sport. | 1 2 3 4 5 |
| 3. Ability to motivate. | 1 2 3 4 5 |
| 4. Is prompt and dependable. | 1 2 3 4 5 |

EVALUATOR'S COMMENTS:

The Coach's signature only indicates that all phases of the appraisal have been conducted with the full knowledge of the Coach.

Principal's Signature _____ Date

Assistant Coach's Signature _____ Date

Athletic Director's Signature _____ Date

**DOVER CITY SCHOOL DISTRICT
HEAD COACH EVALUATION FORM**

Coach's Name _____ Sport _____

Rating Scale:

1 = Excellent 2 = Good 3 = Satisfactory 4 = Needs Improvement 5 = Unsatisfactory

I. PERSONAL QUALITIES CIRCLE ONE

A. Personal Qualities

- | | | | | | |
|--|---|---|---|---|---|
| 1. Is enthusiastic | 1 | 2 | 3 | 4 | 5 |
| 2. Presents a positive role model for
the athletes | 1 | 2 | 3 | 4 | 5 |
| 3. Has appropriate appearance | 1 | 2 | 3 | 4 | 5 |
| 4. Uses appropriate language | 1 | 2 | 3 | 4 | 5 |
| 5. Demonstrates appropriate
sportsmanship | 1 | 2 | 3 | 4 | 5 |
| 6. Interacts appropriately with
parents | 1 | 2 | 3 | 4 | 5 |
| 7. Supports other district coaches
and their programs | 1 | 2 | 3 | 4 | 5 |

B. Personal Conduct

- | | | | | | |
|--|---|---|---|---|---|
| 1. Exhibits ethical/moral behavior | 1 | 2 | 3 | 4 | 5 |
| 2. Maintains emotional control | 1 | 2 | 3 | 4 | 5 |
| 3. Places the welfare of the athlete
above winning and
would not sacrifice
value/principles to
win | 1 | 2 | 3 | 4 | 5 |

EVALUATOR'S COMMENTS:

II. ADMINISTRATIVE PROCEDURAL ABILITIES

CIRCLE ONE

A. Practice Organization

- | | | | | | |
|---|---|---|---|---|---|
| 1. Conducts well-planned sessions | 1 | 2 | 3 | 4 | 5 |
| 2. Informs administrators and
players of practice
and games as early
and as often as
possible | 1 | 2 | 3 | 4 | 5 |
| 3. Well kept stats on team's
performance | 1 | 2 | 3 | 4 | 5 |

B. Financial Resources

- | | | | | | |
|--|---|---|---|---|---|
| 1. Adheres to budget policies and
procedures | 1 | 2 | 3 | 4 | 5 |
| 2. Works within the constraints of
the budget | 1 | 2 | 3 | 4 | 5 |

C. Administering the Program

- | | | | | | |
|--|---|---|---|---|---|
| 1. Establishes guidelines and
expectations for the
entire program | 1 | 2 | 3 | 4 | 5 |
| 2. Provides input to the Athletic
Director regarding the
performance of
Assistant Coaches | 1 | 2 | 3 | 4 | 5 |

EVALUATOR'S COMMENTS:

III. KNOWLEDGE & PRACTICE OF MEDICAL-LEGAL ASPECTS CIRCLE ONE

- | | | | | | |
|---|---|---|---|---|---|
| 1. Exhibits reasonable and prudent
conduct in preventing
and handling
accidents and injuries | 1 | 2 | 3 | 4 | 5 |
| 2. Follows the advice of the
physician regarding
the participation of
injured athletes | 1 | 2 | 3 | 4 | 5 |

- | | | | | | |
|--|---|---|---|---|---|
| 3. Instructs players and supervises implementation of the school's Athletic Code | 1 | 2 | 3 | 4 | 5 |
| 4. Reinforces the school policy against use and abuse of chemicals | 1 | 2 | 3 | 4 | 5 |
| 5. Provides training rules in writing to all team members | 1 | 2 | 3 | 4 | 5 |

EVALUATOR'S COMMENTS:

IV. THEORY AND TECHNIQUES OF COACHING

CIRCLE ONE

A. Coaching Methods

- | | | | | | |
|---|---|---|---|---|---|
| 1. Applies knowledge of the skills, techniques and rules of the sport | 1 | 2 | 3 | 4 | 5 |
| 2. Demonstrates the ability to teach fundamentals | 1 | 2 | 3 | 4 | 5 |
| 3. Develops good team spirit and morale | 1 | 2 | 3 | 4 | 5 |
| 4. Maintains discipline in a fair and consistent manner | 1 | 2 | 3 | 4 | 5 |
| 5. Makes students aware of behavioral expectations before and during season | 1 | 2 | 3 | 4 | 5 |
| 6. Practice times are well communicated | 1 | 2 | 3 | 4 | 5 |
| 7. Off-season conditioning is supervised and announced | 1 | 2 | 3 | 4 | 5 |

B. Strategy

- | | | | | | |
|--|---|---|---|---|---|
| 1. Is able to accurately assess players' skills | 1 | 2 | 3 | 4 | 5 |
| 2. Consequences for behavior are explained before participation and are uniformly enforced | 1 | 2 | 3 | 4 | 5 |

C. Rules and Regulations

- | | | | | | |
|---|---|---|---|---|---|
| 1. Abides by the rules and regulations set up by the OHSAA and the Dover School Board | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|

- | | | | | | |
|--|---|---|---|---|---|
| 2. Demonstrates a knowledge of the rules and officiating techniques of the sport | 1 | 2 | 3 | 4 | 5 |
|--|---|---|---|---|---|

D. Professional Growth

- | | | | | | |
|--|---|---|---|---|---|
| 1. Attends instructional activities | 1 | 2 | 3 | 4 | 5 |
| 2. Maintains appropriate coaches association memberships | 1 | 2 | 3 | 4 | 5 |

EVALUATOR'S COMMENTS:

V. PERSONNEL MANAGEMENT CIRCLE ONE

- | | | | | | |
|--|---|---|---|---|---|
| 1. Monitors student's academic achievement | 1 | 2 | 3 | 4 | 5 |
| 2. Develops and maintains a positive attitude among the athletes | 1 | 2 | 3 | 4 | 5 |

EVALUATOR'S COMMENTS:

VI. PUBLIC RELATIONS CIRCLE ONE

- | | | | | | |
|---|---|---|---|---|---|
| 1. Communicates effectively with assistant coaches | 1 | 2 | 3 | 4 | 5 |
| 2. Cooperates with the Athletic Director | 1 | 2 | 3 | 4 | 5 |
| 3. Cooperates with the administration | 1 | 2 | 3 | 4 | 5 |
| 4. Communicates appropriately with the media | 1 | 2 | 3 | 4 | 5 |
| 5. Understands the concerns of parents of the athletes and the general public | 1 | 2 | 3 | 4 | 5 |
| 6. Communicates appropriately with parents | 1 | 2 | 3 | 4 | 5 |
| 7. Communicates appropriately with the administrator | 1 | 2 | 3 | 4 | 5 |
| 8. Communicates appropriately with the Director of Transportation | 1 | 2 | 3 | 4 | 5 |

9. Follows the appropriate chain of command 1 2 3 4 5

EVALUATOR'S COMMENTS:

VII. GENERAL COACHING GUIDELINES CIRCLE ONE

1. Honors commitments such as adherence to practice times and attendance at functions such as Booster and Athletic Council Meetings. 1 2 3 4 5

2. Uses discretion in the use of tobacco or alcoholic beverages in presence of athletes. 1 2 3 4 5

3. Works with the fellow staff members to insure that conflicts involving an athlete's participation in another program does not result in placing the athlete in the center of such conflict -- i.e., two coaches putting undue pressure on an athlete to leave one program to participate in another. 1 2 3 4 5

4. Takes reasonable precautions to avoid excessive embarrassing of a student in front of a crowd. 1 2 3 4 5

5. Maintains poise during contests refraining from such actions as inciting the crowd, undue berating of officials, or verbal conflicts with opposing players or coaches. 1 2 3 4 5

6. Insures that all overnight trips are 1 2 3 4 5

preceded by
discussion with the
Athletic Director and
immediate supervisor.
Athletes are to be
properly supervised
by coaches or
responsible adult
chaperons.

EVALUATOR'S OVERALL COMMENTS:

NOTE: The Coach's signature does not mean the Coach agrees with the content of the evaluation. However, the signature does acknowledge that the evaluation has been received and read.

Principal's Signature _____ Date

Head Coach's Signature _____ Date

Athletic Director's Signature _____ Date

