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**NEGOTIATED AGREEMENT**

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BETWEEN THE

**CHIPPEWA EDUCATION ASSOCIATION**

AND

**CHIPPEWA LOCAL BOARD OF EDUCATION**

**EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2017**

**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	RECOGNITION .....	1-2
II	NEGOTIATIONS PROCEDURE .....	2-4
III	NO STRIKE CLAUSE .....	4
IV	PROFESSIONAL GRIEVANCE PROCEDURE .....	4-6
V	CONTRACTS AND ASSIGNMENTS .....	6-8
VI	EVALUATION.....	9-15
VII	PERSONNEL FILES.....	16
VIII	VACANCIES AND TRANSFERS .....	16-17
IX	REDUCTION IN FORCE .....	17-19
X	SALARY AND PAYROLL DEDUCTIONS.....	20-27
	A. Salary .....	20-22
	B. Supplemental Salary .....	23-25
	C. Paychecks.....	25
	D. Mandatory Deductions.....	25
	E. Summer Paychecks .....	26
	F. S.T.R.S. Pick-Up.....	26-27
	G. Payroll Deductions.....	27
XI	OTHER COMPENSATION.....	27-29
	A. Severance Pay .....	27-28
	B. Mileage Allowance .....	28
	C. Tuition Pay.....	28-29
	D. Covering Class Pay .....	29
XII	TEACHING DUTIES .....	30
XIII	LENGTH OF SCHOOL YEAR AND DAY .....	30

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XIV	TEACHING CONDITIONS.....	30-32
	A. Class Size.....	30-31
	B. Teacher Assignments.....	31
	C. Teacher Facilities.....	31
	D. Test Scoring.....	31
	E. Building Budgets.....	31
	F. Dress Code.....	31
	G. Non-Discrimination.....	31
	H. Inclusion/Mainstreaming.....	32
	I. Complaints and Discipline.....	32
XV	CONFERENCES AND IN-SERVICE MEETINGS.....	32-33
XVI	PAID LEAVES OF ABSENCE PROVISIONS.....	33-36
	A. Sick Leave.....	33
	B. Personal Leave.....	34
	C. Personal Leave Bank.....	34-35
	D. Compulsory Leave.....	35
	E. Assault Leave.....	35-36
XVII	UNPAID LEAVES OF ABSENCE PROVISIONS.....	36-38
	A. Maternity/Paternity/Adoption Leave.....	36-37
	B. Professional Leave.....	37
	C. Medical Leave.....	37-38
	D. Election Leave.....	38
	E. Family Medical Leave.....	38
XVIII	MANAGEMENT RIGHTS.....	38
XIX	ASSOCIATION RIGHTS.....	38-39
XX	INSURANCE.....	40-46
	A. Health Insurance and Major Medical.....	40-45
	B. Life Insurance.....	46
	C. Bus Insurance.....	46
	D. Dental Insurance.....	46
	E. Liability Insurance.....	46
	F. Prescription Drug Insurance.....	46
XXI	SETTLEMENTS.....	46

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XXII	PRE-SCHOOL GRANT PROGRAM .....	47-48
XXIII	STUDENT TUITION WAIVER .....	49
XXIV	RESIDENT EDUCATOR .....	49-60
XXV	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE/ LICENSURE.....	61-62
XXVI	EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL .....	63
XXVII	DURATION, INTENT, AND SIGNATURES.....	64-65

APPENDICES

A	GRIEVANCE FORM .....	66
B-1	PROBATIONARY TEACHER OBSERVATION FORM .....	67-68
B-2	PROBATIONARY TEACHER EVALUATION FORM .....	69-70
C-1	NON-PROBATIONARY TEACHER OBSERVATION FORM .....	70-71
C-2	NON-PROBATIONARY TEACHER EVALUATION FORM .....	71-72
D	LIMITED TEACHING CONTRACT FORM.....	75-76
E	CONTINUING TEACHING CONTRACT FORM .....	77-78
F	SUPPLEMENTAL TEACHING CONTRACT FORM.....	79-80
G	CERTIFIED SALARY NOTICE FORM .....	81
H	COVER CLASS PAY REIMBURSEMENT FORM.....	82
I	NOTIFICATION OF USE OF PERSONAL LEAVE FORM .....	83
J	PROBATIONARY EMPLOYEE DOMAINS .....	84-87
K	NON-PROBATIONARY EMPLOYEE DOMAINS .....	88-91

## ARTICLE I – RECOGNITION

### A. Recognition of the Association

1. The Chippewa Local School District Board of Education (hereinafter referred to as “Board”) recognizes the Chippewa Education Association, an affiliate of OEA/NEA (hereinafter referred to as “Association”) as the exclusive representative for all certificated staff, including long-term substitutes, excluding building principals, all Central Office Administrators or Supervisors, such as elementary coordinator, supervisor of psychological services, director of services, supervisor of elementary library services, elementary enrichment coordinator, substitute teachers, educational aides, if any, unless otherwise determined by SERB.
2. The term teacher as used in this Agreement shall refer to those persons included in the bargaining unit.
3. Tutor Provisions

The term tutor shall be L.D. tutor, whose benefits and rights to use this Agreement are limited as a result of this position being paid hourly. These exclusions are:

a. Salary

- (1) The tutors will be paid for eight (8) hours for each school day in which school is open with students. Any additional tutor hired less than full time shall be paid for hours worked and scheduled.
- (2) The hourly rate shall be Nineteen and 48/100 (\$19.48) plus any increase equal to the raise in teacher salary as a percentage of base.
- (3) Tutors shall be paid the hourly wage for all additional hours required in addition to the school day.

b. Reduction in Force (Article IX)

Tutors shall have no right to a teacher position by virtue of being employed as a tutor.

c. Contracts (Article V)

Tutors shall not be eligible for multi-year limited contracts or continuing contract.

d. Insurance (Article XX)

Tutors, averaging less than six (6) hours per day during the days students are in attendance, shall have no right to hospitalization and dental benefits as provided in this Agreement.

e. Paid Leaves

- (1) Tutors shall accrue sick leave at the same rate as teachers.
- (2) Tutors shall accrue personal leave at the same rate as teachers.
- (3) Part-time tutors shall accrue leaves on a pro-rata basis.

B. Recognition of the Board

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Chippewa Local School District and as the employer of all certified personnel of the school district.

C. Recognition of the Superintendent

The Association and the Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board, as well as the educational leader of the school system and who, as such, must actively participate in the negotiations process.

D. Membership in Professional Organization

Both parties recognize that certificated personnel have the right to join or not to join any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organization may set criteria for membership, but may not exclude teachers on the basis of sex, marital status, race, creed, or national origin.

## ARTICLE II – NEGOTIATIONS PROCEDURE

A. Meetings

1. A written request for meetings will be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association. This request shall be submitted on or before the one hundred twentieth (120<sup>th</sup>) calendar day prior to the expiration of this Agreement and negotiations shall start on or before the ninetieth (90<sup>th</sup>) calendar day prior to the expiration of this Agreement.

2. The subject matter to be considered will be specified in writing.
3. Each negotiation team shall be limited to five (5) persons. Neither party in any negotiations shall have control over the selection of the negotiation or bargaining representatives of the other party.
4. The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions.
5. Relevant data and supporting information, proposals and counter proposals will be presented.
6. All negotiations shall be conducted in closed session.
7. During the period of negotiations, interim report of progress may be made to the Association by its negotiations committee and the Board by the Superintendent and/or the representative Board member.
8. Upon the request of either party, the negotiations meetings shall be recessed to permit the requesting party a reasonable time to caucus.

B. Agreement

1. As each item is tentatively agree to, it shall be reduced to writing and initialed by a representative of each team. When total tentative agreement is reached through negotiations, the total outcome shall, within seven (7) calendar days, be submitted to the Association for formal approval. Following ratification by the Association, the Board shall act within (7) calendar days upon the total outcome. Any resulting Agreement shall constitute modification of conflicting Board policy and shall be binding on both parties.
2. The signed Agreement shall be printed in the same size as 2003 in sufficient quantity for all teaching staff, administration and the Board within thirty (30) days of signing. The cost of printing will be approved, in advance, and equally split between the Board and Association. Additional copies will be at the expense of the ordering party.

C. Disagreement

1. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event agreement is not reached, to utilize in good faith such impasse procedures as are or may be provided by this Article.

2. Impasse Procedures

- a. If, after forty-five (45) calendar days prior to the expiration of the existing Agreement, the parties are unable to reach an agreement, either party may request the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the Agreement.
- b. Both parties agree that this procedure is the final step in the dispute settlement procedure.
- c. 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 statutory fact-finding procedures contained in O.R.C. §4117.14.

**ARTICLE III – NO STRIKE CLAUSE**

- A. Members of the bargaining unit shall not strike during the term of this Agreement.
- B. If a situation or situation beyond the control of the member of the bargaining unit should arise that would affect the safety of said members, this provision may be set aside.

**ARTICLE IV – PROFESSIONAL GRIEVANCE PROCEDURE**

A. Purpose

The primary purpose of this statement of procedure is to secure at the lowest possible level equitable solutions to grievances, which may from time to time arise.

- B. A grievance shall be defined as a misapplication, misinterpretation, or violation of the Negotiated Agreement.
- C. If a grievance is not filed in writing within thirty (30) days after that person knew or should have known of the act or condition on which the grievance is based, the grievance will be considered waived.

D. Level I

The person who has a grievance should discuss the problem with the person(s) involved and make an effort to resolve the problem. If no agreement is reached within three (3) school days, the complainant shall then put the complaint in writing. A copy shall be given to the person against whom the complaint is lodged. It then becomes a formal complaint. The grievant shall proceed to Level II.

E. Level II

The person who has a grievance lodges it with the building principal. After hearing both sides of the case and studying the written grievance, the building principal shall, within five (5) school days, provide each party with a written statement of his/her decision. If the decision is not satisfactory to the grievant, he/she may appeal the decision in writing to the Superintendent within ten (10) school days after receipt of the building principal's decision. A copy of the appeal shall be given to the other party and to his/her building principal.

F. Level III

At this point a grievant may appeal to the Superintendent. If a grievant chooses to go to the Superintendent, he/she must make a written appeal within ten (10) school days after receipt of the building principal's decision. The Superintendent shall hear the evidence and render a judgment in writing within ten (10) school days from the appeal. If a grievant does not feel the grievance is satisfactorily resolved, then the grievant may appeal to the Board within ten (10) school days after receipt of the Superintendent's decision. All appeals must be in writing.

G. Level IV

If a grievant feels the grievance has not been satisfactorily resolved by the Superintendent, the grievant shall notify the Board in writing within ten (10) school days of the decision of the Superintendent and request a hearing at their next regularly scheduled meeting, in executive session. The Board shall, within ten (10) school days from the hearing, render its decision and the reason therefore, in writing, to all parties involved.

H. Level V

1. A grievance for binding arbitration is limited to any alleged violation of the written negotiations Agreement between the Association and the Board.
2. Within ten (10) school days of receipt of the Level IV response, or if the Level IV response is not responded to by the Board of Education, the Union shall notify the Employer of its intent to proceed to arbitration.
3. Within ten (10) school days after receipt of a request for arbitration, the parties shall jointly petition the AAA for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike procedure. Either party may request a second list. The arbitrator shall hold such meetings as are necessary to make a fair and impartial ruling on the grievance as stated.
4. The ruling of the arbitrator shall be made in writing and be presented to the aggrieved and the Superintendent. The ruling shall be binding for all parties.

5. The cost of the arbitration shall be borne by the losing party as determined by the arbitrator.
6. Any finding by an arbitrator that is found to be contrary to law is null and void. Further, the arbitrator has no authority to add to, subtract from, or modify this Agreement. Any question of arbitrability shall be determined by the arbitrator as part of the award.
7. This agreement of binding arbitration in no way forfeits any teacher's right to seek appeal before the Board by use of Level I through IV in any manner affecting his/her employment.

I. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. Copies of all written decisions concerning a grievance shall be sent to all parties involved.
3. No reprisal shall be taken by or against any party of interest or any participants in the grievance.
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. The time limits at each level should be considered a maximum and every effort should be made to speed up the process. Time limits may be extended only by mutual written agreement. In the event the grievant fails to act within the maximum time limits, the grievance shall be deemed dropped. If the Administration fails to act in a timely fashion as stipulated by the time limits, the grievance shall advance to the next step of the grievance procedure.
6. Grievance forms will be provided (Appendix A).
7. Grievances are to be filed at the lowest possible level for which the person at that level has the power to resolve the grievance.
8. The grievant may be represented at any level by an Association representative.
9. The grievant is defined as a teacher, group of teachers, or the Association.

**ARTICLE V – CONTRACTS AND ASSIGNMENTS**

- A. Contracts shall be awarded in compliance with State Law in the O.R.C. §§3319.08, 3319.11, and 3319.12, except as otherwise set forth in this Agreement.

B. Limited Contracts

1. Sequence of Limited Contracts:

All teachers new to the system shall be employed under contract for one (1) year. After completing one (1) year in the Chippewa Local School District, teachers are eligible for a two (2) year contract. The Board may continue to employ a teacher under subsequent one (1) year contracts based upon evaluation for no more than five (5) total one (1) year contracts before a two (2) year contract must be issued. All contracts for teachers employed with a temporary certificate shall be limited to one (1) year contracts. An individual teacher must have worked one hundred twenty (120) days in a school year to be eligible for successive contract movement.

2. Non renewal of Limited Contracts:

a. Non renewal of Limited Teaching Contracts for probationary employees who have been employed for three (3) years or less.

i. On or before May 31, limited contract teachers who have been employed for three (3) or fewer years, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to the 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.

ii. This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provision of O.R.C. 3319.11 and O.R.C. 3319.111 and such teacher shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11 or 3319.111.

b. Nonrenewal of Limited Teaching Contracts for employees who have been employed for more than three (3) years.

i. Any member of the bargaining unit employed under a limited contract for more than three years and whose regular teaching contract the Board intends not to renew shall be notified in writing on or before May 31 of the Board's intention not to reemploy the teacher. Prior to Board action on a teacher's contract, the Superintendent shall make a recommendation to the Board with respect to the renewal or nonrenewal of the teacher's contract.

ii. Such contract nonrenewal shall be in accordance with O.R.C. 3319.11.

- iii. No teacher will be nonrenewed without just cause after the completion of the probationary period.

C. Continuing Contract

1. Continuing contracts shall be issued in accordance with Ohio Revised Code.
2. Teachers eligible for continuing contract may waive any remaining year(s) of a multi-year limited contract in order to be considered for a continuing contract. Teachers electing this provision shall indicate to the Superintendent by October 1<sup>st</sup> in the year said teacher wishes to be considered.

- D. Termination shall be in accordance with O.R.C. §3319.16 and shall only be for just cause.

E. Supplemental Contracts

A supplemental contract shall be issued for any Board approved extra duty in addition to regular teaching duties. Such contracts shall be for a period of one (1) year and shall automatically expire without action by the Board or notice to the employee.

F. Assignments

A letter of assignment shall be issued to each teacher by the Superintendent upon the recommendation of the building principal prior to August 5<sup>th</sup> of each year. The letter shall state the grade level or subject assignment where applicable, and building assignments where applicable, and a building assignment for the teacher for the coming school year. The place of duty and the grade level or subject assignment shall not be changed except under unusual circumstances. In the event such change is necessary, the teacher shall be consulted as soon as possible.

G. Forms

The Board shall utilize the contract form appended to this Agreement as Appendices D, E, and F whenever awarding a limited, Continuing, or Supplemental Contract.

## ARTICLE VI – EVALUATION (Non-OTES)

- A. The purposes of evaluation and observations are:
  - 1. The improvement of instruction.
  - 2. To provide the record of teacher performance to be used as evidence of a teacher's performance for limited or continuing contract.
- B. The same observation (Appendix B) and evaluation (Appendix C) instruments will be used in all schools in the system. No altered, changed, incomplete, or additional forms will be allowed. The evaluator and teacher shall sign the forms, but signature only indicates that the teacher has received a copy of the instrument.
- C. Teachers and respective building principal will meet in September to go over the observation procedure.
- D. All observation and evaluations of the work performance of a teacher will be conducted openly with full knowledge of the teacher.
- E. The teachers are entitled to be informed as to the evaluation procedure. No teacher shall be evaluated on performance except after fair and reasonable observation.
- F. Guidelines
  - 1. Observations
    - a. Timelines
      - (1) New teachers on limited contracts – no more than four (4) observations.
      - (2) Teachers on limited contracts with two (2) or more years of experience in Chippewa – no more than three (3) observations.
      - (3) Teachers on continuing contracts –no more than two (2) observations.
      - (4) If a teacher receives an observation rating of less than proficient, up to two (2) additional observations may be performed.
    - b. Observations that will qualify under this section shall be at least the length described in paragraph d. Those of less duration shall be declared casual observations and shall not be recorded. Additional observations under this section may be conducted.

- c. Copy of each classroom observation form (Appendix B) shall be given to the individual within three (3) school days.
- d. Length of time for observations shall be at least an entire lesson or presentation for a given subject at Hazel Harvey or middle school where there are self-contained classes. An entire class period shall be required at the high school level and middle school having departmental scheduling.
- e. A conference concerning an observation shall be held at the request of either the evaluating administrator or the teacher within five (5) days of the observation.

2. Final Evaluation Form

- a. This form (Appendix C) is to be completed upon the basis of all observations and rating.
- b. A mandatory conference shall be held on this final evaluation.

- G. A teacher is to receive a copy of any written evaluation and observation, and must be granted a conference upon request to discuss such report. An observation form will be completed for any observation which will be used in an evaluation and said form will be given to the teacher within three (3) school days following the observation.
- H. Any teacher has the right to be evaluated and to be informed of deficiencies within five (5) days of the problem being identified. Deficiencies shall be in writing and be accompanied with a clear plan of assistance with a time line for progress.
- I. 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 VI - OHIO TEACHER EVALUATION SYSTEM (OTES) EVALUATION

A. Application

- 1. The OTES procedure described in this Article applies to teachers who meet one of the following categories:
  - a. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - b. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2013 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

- c. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - d. A teacher working under a permit issued under ORC 3319.301 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.
2. This teacher evaluation policy does not apply to substitute teachers.
  3. Teachers not subject to the OTES Evaluation Procedure shall be evaluated in accordance with the Evaluation Procedure contained in Article VI Non-OTES Evaluation System.

## B. Definitions

### 1. Evaluation Instruments

Forms used in the OTES Evaluation Procedure will be those provided by ODE. The walkthrough form used will be per ODE. The Evaluation Committee shall consider and recommend updates to evaluation forms each school year.

### 2. Student Growth Measures

A student growth measure is a unit of academic growth projected for a student over a specified period of time which has been established according to a set of procedures defined either by the value-added data system, by the school district for approved vendor assessments, or locally developed student learning objectives (SLOs).

### 3. Student Learning Objectives

Student Learning Objectives include goals identified by a teacher or group of teachers that identify expected outcomes or growth targets for a group of students over a period of time.

### 4. Teacher-Level Value-Added

Teacher-Level Value-Added refers to the value-added methodology provided by ODE.

Teacher-level value-added data shall be used in proportion to the part of a teacher's schedule of courses or subjects for which the value-added data is applicable. For the 2014-2015 school year and each school year thereafter, the entire student academic growth factor of the evaluation shall be based on the value-added data for a teacher whose schedule is comprised only of courses or subjects for which teacher-level added data is applicable.

C. Evaluation Committee

A standing Evaluation Committee will meet annually in May to make recommendations regarding the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised of four (4) members appointed by the Superintendent and four (4) members appointed by the Association President. The committee shall be advisory only. Other than mandatory changes required by law, any recommended changes by the committee to the evaluation procedure shall be by mutual agreement of the parties and subject to ratification by the Association and Board.

The Committee shall be provided release time for all meetings.

D. Evaluators

An evaluator must be a full-time credentialed, contracted employee of the Board.

E. Orientation

All teachers will receive an orientation regarding the evaluation process within the first twenty-five (25) workdays of each school year. In the case of a new teacher, orientation will occur within the first thirty (30) days of employment.

F. Procedures

1. Self-Assessment

Teachers may complete a self-assessment form to identify strengths and areas for growth. Completion of the self-assessment is optional and within the teacher's discretion to share the form with his or her credentialed evaluator.

2. Evaluation Schedule

- a. Teachers shall be evaluated once each school year, including at least two (2) formal observations and at least two (2) classroom walkthroughs.
- b. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations and at least three (3) classroom walkthroughs.
- c. Teachers who receive a rating of "Accomplished" on their most recent evaluation shall be evaluated every other school year.
- d. Evaluations shall be completed no later than the May 1<sup>st</sup> and the final summative evaluation will be provided to the teacher no later than May 10<sup>th</sup>.
- e. If either the teacher or evaluator is absent from work, all timelines established within this article shall be automatically extended by the days of absence.

### 3. Observations

- a. A formal observation shall be at least thirty (30) consecutive minutes in duration. Observations shall occur at least five (5) workdays apart. Observations shall not occur during the first week of semester classes, or the day before and after a school holiday break.
- b. Teachers may request and will be granted a pre-observation conference to discuss the scope of the observation. Pre-observation conferences will occur ten (10) workdays prior to the observation.
- d. A post-observation conference shall be held no later than five (5) workdays after the observation during which areas of reinforcement and refinement will be discussed. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during the conference.

### 4. Walkthroughs

- a. A walkthrough shall consist of at least three (3) consecutive minutes, but not more than ten (10) consecutive minutes in duration.
- b. No more than six (6) walkthroughs shall be conducted in each evaluation cycle.
- c. A teacher shall be granted a formal debriefing after the walkthrough, upon request, to discuss the walkthrough.

### 5. Performance Assessment

- a. The teacher performance measure shall be based on the Ohio Standards for the Teaching Profession.
- b. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences with the teacher being evaluated to determine the teacher performance rating.

### 6. Student Growth Measures

- a. Student Growth Measures shall be based on SLOs, approved vendor assessments or value-added data, whichever measure is required.
- b. A student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.
- c. A teacher who has been on an approved leave of absence for twelve (12) weeks or more shall not have the SGM portion of that school year used in the Final Summative Rating of Teacher Effectiveness.

7. Student Learning Objectives (SLO) Committee

A standing SLO Committee shall be established for the purpose of reviewing and approving SLOs. The SLO Committee will be comprised of three (3) Association members who are value-added teachers appointed by the Association President and three (3) persons appointed by the Superintendent. All committee members must receive SLO training.

SLO Committee members shall be given release time to meet.

8. Finalization of Evaluation

- a. A teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating based upon the Evaluation Matrix.
- b. The final evaluation will be completed by May 1<sup>st</sup>.
- c. No later than May 10<sup>th</sup> a copy of the formal written evaluation report shall be provided to the teacher. Within five (5) days after the issuance of the evaluation report to the teacher, a post-evaluation conference will be held between the teacher and the evaluator.
- d. The teacher and the evaluator shall sign the formal written evaluation report. The teacher's signature shall verify notification to the teacher that the evaluation will be placed on file, but shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- e. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher. The evaluator's signature shall be construed as evidence of the evaluator's receipt of such rebuttal.
- f. The teacher's Final Summative Rating Report will be the only document submitted to the Ohio Department of Education through the eTPES System.

G. Professional Growth Plans and Professional Improvement Plans

Teachers must develop Professional Growth or Improvement Plans based on the teacher's level of student growth.

1. Professional Growth Plans

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from their building.

- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with their credentialed evaluator and will have input on their evaluator for the next evaluation cycle.

2. Professional Improvement Plans

- a. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration shall assign the credentialed evaluator for the subsequent evaluation cycle and approve the improvement plan.

- b. A professional improvement plan shall be clearly articulated and include the following:

- 1) Improvement Statement consisting of:

- a) Performance standard addressed in the plan
- b) Specific statement of the concern: Areas of Improvement.

- 2) Desired Level of Performance

- a) Beginning date;
- b) Ending date;
- c) Level of performance: Specifically describing successful improvement targets.

- 3) Specific Plan of Action

- a) Actions to be taken;
- b) Sources of evidence that will be examined.

- 4) Assistance and Professional Development

Specific supports that will be provided as well as opportunities for professional development.

H. Due Process

A teacher shall be entitled to Association representation at any conference held during this procedure.

I. Retirement

Any teacher who has submitted an official notice of retirement on or before December 1<sup>st</sup> of the school year shall not be evaluated.

## ARTICLE VII – PERSONNEL FILES

- A. There shall be only one (1) official file that shall be kept in the Superintendent's office.
- B. A teacher and/or his/her authorized representative has the right, upon request, to view the materials in his/her personnel file exclusive of confidential letters of recommendation or reference. When the office(s) receives a request to view a personnel file, said teacher(s) will be notified. Such notification shall normally be prior to viewing, when possible.
- C. There shall be no documents in the file which are proven to be inaccurate, irrelevant, incomplete, or untimely for retention. It is understood that the burden of proof in this instance rests with the Association.
- D. All documents included in the teacher's file shall be dated and identified as to the source.
- E. A teacher shall, upon request, receive one (1) copy of each item in his/her file, exclusive of confidential letters of recommendation or reference.
- F. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the personnel file unless the teacher has first received a copy and has had the opportunity to review the material.
- G. The teacher will have the right to submit a written answer to such material and have the answer attached to the objectionable material.
- H. The official personnel file for each certified employee shall be maintained in the Superintendent's office. An inventory sheet will be attached to the file and completed for any item inserted or removed from the official file effective the date of the signing of the contract.
- I. No letters from parents will be placed in a teacher's personnel file.

## ARTICLE VIII – VACANCIES AND TRANSFERS

### A. Vacancies

A vacancy may be only filled with a daily paid substitute when the vacancy is sixty (60) or fewer work days. If a position is vacant for sixty (60) or more work days, the person filling the vacancy shall be in the bargaining unit and shall be paid and receive all the rights and benefits of this contract commencing with the 61<sup>st</sup> working day. However, teachers hired as replacement teachers for teachers on leaves shall have no right to Article V and I.

- B. Openings in teaching or supplemental positions will be posted on the District's website and e-mailed to all members of the bargaining unit. All postings shall have a job description available at the Central Office. Any staff member(s) may apply for and be

interviewed for such openings. Requests for consideration for such openings must be made in writing to the Superintendent. No position will be filled until five (5) days after posting in the summer seven (7) days after the date of email transmission. This time period of seven (7) days in the summer shall be waived after August 15<sup>th</sup>.

C. Transfers

Provided that abilities, and physical fitness of job candidates are relatively equal, current staff, if certified and applying within seven (7) days of the posting of a vacancy under paragraph A above, shall have preference over hiring new personnel.

D. Reasons in writing shall be given by the Superintendent if a teacher is to be involuntarily transferred to a different building or to a different grade level in the elementary grades, or to a different department.

E. A teacher may request in writing a meeting with the Superintendent to discuss the merits of his/her involuntary or voluntary change of assignment. The teacher may at his/her option have a representative of his/her choice at this meeting. No teacher will be transferred to a position for which he/she does not hold a teaching certificate.

F. A teacher may only be transferred one (1) time per year without the teacher's agreement and then only on a sound educational basis.

**ARTICLE IX – REDUCTION IN FORCE**

A. The Board may make a reduction in teaching staff for any of the reasons set forth in O.R.C. §3319.17. When making such reductions the following provisions shall apply:

1. The Association and affected teachers shall be notified no later than ninety (90) calendar days prior to any proposed staff reduction. Reductions shall be effective for the following school year. Such notification shall include:

- a. The position for reductions being considered and,
- b. Reason for such proposals.

2. The Association has the right to preset its views on any proposed staff reduction to the Board at the next regular meeting.

3. The Board shall first handle staff reductions through normal attrition and then the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each field affected, give preference to employees on continuing contract and then to employees who have greater seniority in the school District within the area of certification affected shall have the right to transfer to a position in another area of certification if a vacancy exists within such area of certification. Employees whose continuing contracts are suspended shall have the right of restoration to continuing contracts in the order

of seniority of service in the District if and when positions become vacant or are created for which any such employees are or become certified. Teachers whose limited contracts are suspended under this section shall then have, for eighteen (18) months from the time their contract is suspended, the right of restoration to the appropriate contract for which they were eligible when their contract was suspended in the order of seniority of service in the District if and when additional positions become vacant or are created for which any of such employees are or become qualified.

B. Rights While on Suspension

1. If re-employed, the individual shall have the right to return to the same contract status, seniority level, total sick leave accumulation and any other benefits of employment that had accrued to the employee prior to suspension.
2. The Board shall support the teachers' right to unemployment compensation benefits while under suspension in accordance with the law.
3. Teachers may continue any and/or all insurance while on suspension so long as the teacher pays to the Treasurer monthly the actual costs of premium at Board rate.

C. Recall Rights

1. Certificated limited contract employees who are suspended shall be retained on the recall list for eighteen (18) months, during which time they must be offered re-employment in their area(s) of certification as their seniority status so mandates.
2. A certified employee must be removed from the recall list if he/she:
  - a. Waives his/her recall rights in writing;
  - b. Resigns;
  - c. Fails to accept recall to a position for which he/she is certified.
  - d. Fails to report to work within ten (10) working days after receipt, by certified mail, of the notice of recall unless sick or injured.

D. Seniority List

1. The Superintendent shall annually prepare and provide to the Association President by October 1, a seniority list with each area of certification listed and ranking of teachers in that certification area first by continuing contract, then by limited contract.

2. Seniority will be defined as the length of continuous service as a certificated employee under contract in this District.
  - a. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
  - b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
    - (1) The date of the Board meeting at which the teacher was hired, and then by:
    - (2) The date the teacher signed his/her initial employment contract in the district, if determinable, and then by:
    - (3) The date of application, if it can be determined, and then:
    - (4) Any remaining ties will be broken by lot.
  - c. For purposes of reduction in staff, teachers on continuing contracts have seniority over all employees on limited contracts.

E. Notwithstanding the above, the following rules will apply:

1. For the 2014-15 and 2015-16 school years, all teachers rated Accomplished, Skilled, and Developing will be deemed comparable. No Ineffective-rated teacher will have the right to displace any teacher with a higher evaluation rating, regardless of contract status or seniority.
2. Beginning the 2016-2017 school year, Accomplished will be comparable to Accomplished, and Skilled and Developing will be comparable to Skilled and Developing. No Ineffective-rated teacher will have the right to displace any teacher with a higher evaluation rating, regardless of contract status or seniority.

**ARTICLE X – SALARY AND PAYROLL DEDUCTIONS**

A. Salary

1. Salary and Index Effective July 1, 2014 (.5% on base)

In addition, the Board shall pay a signing bonus equal to one percent (1%) of the teacher’s 2013-2014 salary, excluding supplemental pay, which will be paid within thirty (30) days after ratification of this Agreement. Entry year teachers will be paid one percent (1%) of the 2013-2014 BA-0 base salary.

STEP	NON-DEG.	BA/BS	150/SH	MA/MS	MA+15	MA+30
0	<b>30,934</b> 0.9000	<b>34,371</b> 1.0000	<b>35,505</b> 1.0330	<b>36,777</b> 1.0700	<b>37,808</b> 1.1000	<b>38,839</b> 1.1300
1	<b>31,725</b> 0.9230	<b>35,677</b> 1.0380	<b>37,018</b> 1.0770	<b>38,581</b> 1.1225	<b>39,905</b> 1.1610	<b>40,936</b> 1.1910
2	<b>32,515</b> 0.9460	<b>36,983</b> 1.0760	<b>38,530</b> 1.1210	<b>40,386</b> 1.1750	<b>42,001</b> 1.2220	<b>43,032</b> 1.2520
3	<b>33,306</b> 0.9690	<b>38,289</b> 1.1140	<b>40,042</b> 1.1650	<b>42,190</b> 1.2275	<b>44,098</b> 1.2830	<b>45,129</b> 1.3130
4	<b>34,096</b> 0.9920	<b>39,595</b> 1.1520	<b>41,555</b> 1.2090	<b>43,995</b> 1.2800	<b>46,195</b> 1.3440	<b>47,226</b> 1.3740
5	<b>34,887</b> 1.0150	<b>40,901</b> 1.1900	<b>43,067</b> 1.2530	<b>45,799</b> 1.3325	<b>48,291</b> 1.4050	<b>49,322</b> 1.4350
6	<b>35,677</b> 1.0380	<b>42,208</b> 1.2280	<b>44,579</b> 1.2970	<b>47,604</b> 1.3850	<b>50,388</b> 1.4660	<b>51,419</b> 1.4960
7	<b>36,468</b> 1.0610	<b>43,514</b> 1.2660	<b>46,092</b> 1.3410	<b>49,408</b> 1.4375	<b>52,485</b> 1.5270	<b>53,516</b> 1.5570
8	<b>37,258</b> 1.0840	<b>44,820</b> 1.3040	<b>47,604</b> 1.3850	<b>51,213</b> 1.4900	<b>54,581</b> 1.5880	<b>55,612</b> 1.6180
9	<b>38,049</b> 1.1070	<b>46,126</b> 1.3420	<b>49,116</b> 1.4290	<b>53,017</b> 1.5425	<b>56,678</b> 1.6490	<b>57,709</b> 1.6790
10	<b>38,840</b> 1.1300	<b>47,432</b> 1.3800	<b>50,628</b> 1.4730	<b>54,822</b> 1.5950	<b>58,774</b> 1.7100	<b>59,806</b> 1.7400
11	<b>38,840</b> 1.1300	<b>48,738</b> 1.4180	<b>52,141</b> 1.5170	<b>56,626</b> 1.6475	<b>60,871</b> 1.7710	<b>61,902</b> 1.8010
12	<b>38,840</b> 1.1300	<b>50,044</b> 1.4560	<b>53,653</b> 1.5610	<b>58,431</b> 1.7000	<b>62,968</b> 1.8320	<b>63,999</b> 1.8620
13	<b>38,840</b> 1.1300	<b>50,044</b> 1.4560	<b>53,653</b> 1.5610	<b>60,235</b> 1.7525	<b>65,064</b> 1.8930	<b>66,095</b> 1.9230
14	<b>38,840</b> 1.1300	<b>50,295</b> 1.4633	<b>53,921</b> 1.5688	<b>60,538</b> 1.7613	<b>65,391</b> 1.9025	<b>66,425</b> 1.9326
20	<b>38,840</b> 1.1300	<b>50,295</b> 1.4633	<b>55,440</b> 1.6130	<b>62,349</b> 1.8140	<b>67,498</b> 1.9638	<b>68,532</b> 1.9939
24	<b>40,623</b> 1.1819	<b>52,921</b> 1.5397	<b>56,960</b> 1.6572	<b>64,164</b> 1.8668	<b>69,605</b> 2.0251	<b>70,639</b> 2.0552
27	<b>41,417</b> 1.2050	<b>54,234</b> 1.5779	<b>58,482</b> 1.7015	<b>65,979</b> 1.9196	<b>71,712</b> 2.0864	<b>72,746</b> 2.1165

2. Salary and Index Effective July 1, 2015 (.5% on base)

<b>STEP</b>	<b>NON-DEG.</b>	<b>BA/BS</b>	<b>150/SH</b>	<b>MA/MS</b>	<b>MA+15</b>	<b>MA+30</b>
0	<b>31,089</b> 0.9000	<b>34,543</b> 1.0000	<b>35,683</b> 1.0330	<b>36,961</b> 1.0700	<b>37,997</b> 1.1000	<b>39,034</b> 1.1300
1	<b>31,883</b> 0.9230	<b>35,856</b> 1.0380	<b>37,203</b> 1.0770	<b>38,775</b> 1.1225	<b>40,104</b> 1.1610	<b>41,141</b> 1.1910
2	<b>32,678</b> 0.9460	<b>37,168</b> 1.0760	<b>38,723</b> 1.1210	<b>40,588</b> 1.1750	<b>42,212</b> 1.2220	<b>43,248</b> 1.2520
3	<b>33,472</b> 0.9690	<b>38,481</b> 1.1140	<b>40,243</b> 1.1650	<b>42,402</b> 1.2275	<b>44,319</b> 1.2830	<b>45,355</b> 1.3130
4	<b>34,267</b> 0.9920	<b>39,794</b> 1.1520	<b>41,762</b> 1.2090	<b>44,215</b> 1.2800	<b>46,426</b> 1.3440	<b>47,462</b> 1.3740
5	<b>35,061</b> 1.0150	<b>41,106</b> 1.1900	<b>43,282</b> 1.2530	<b>46,029</b> 1.3325	<b>48,533</b> 1.4050	<b>49,569</b> 1.4350
6	<b>35,856</b> 1.0380	<b>42,419</b> 1.2280	<b>44,802</b> 1.2970	<b>47,842</b> 1.3850	<b>50,640</b> 1.4660	<b>51,676</b> 1.4960
7	<b>36,650</b> 1.0610	<b>43,731</b> 1.2660	<b>46,322</b> 1.3410	<b>49,656</b> 1.4375	<b>52,747</b> 1.5270	<b>53,783</b> 1.5570
8	<b>37,445</b> 1.0840	<b>45,044</b> 1.3040	<b>47,842</b> 1.3850	<b>51,469</b> 1.4900	<b>54,854</b> 1.5880	<b>55,891</b> 1.6180
9	<b>38,239</b> 1.1070	<b>46,357</b> 1.3420	<b>49,362</b> 1.4290	<b>53,283</b> 1.5425	<b>56,961</b> 1.6490	<b>57,998</b> 1.6790
10	<b>39,034</b> 1.1300	<b>47,669</b> 1.3800	<b>50,882</b> 1.4730	<b>55,096</b> 1.5950	<b>59,069</b> 1.7100	<b>60,105</b> 1.7400
11	<b>39,034</b> 1.1300	<b>48,982</b> 1.4180	<b>52,402</b> 1.5170	<b>56,910</b> 1.6475	<b>61,176</b> 1.7710	<b>62,212</b> 1.8010
12	<b>39,034</b> 1.1300	<b>50,295</b> 1.4560	<b>53,922</b> 1.5610	<b>58,723</b> 1.7000	<b>63,283</b> 1.8320	<b>64,319</b> 1.8620
13	<b>39,034</b> 1.1300	<b>50,295</b> 1.4560	<b>53,922</b> 1.5610	<b>60,537</b> 1.7525	<b>65,390</b> 1.8930	<b>66,426</b> 1.9230
14	<b>39,034</b> 1.1300	<b>50,547</b> 1.4633	<b>54,191</b> 1.5688	<b>60,841</b> 1.7613	<b>65,718</b> 1.9025	<b>66,758</b> 1.9326
20	<b>39,034</b> 1.1300	<b>50,547</b> 1.4633	<b>55,718</b> 1.6130	<b>62,661</b> 1.8140	<b>67,836</b> 1.9638	<b>68,875</b> 1.9939
24	<b>40,827</b> 1.1819	<b>53,186</b> 1.5397	<b>57,245</b> 1.6572	<b>64,485</b> 1.8668	<b>69,953</b> 2.0251	<b>70,993</b> 2.0552
27	<b>41,625</b> 1.2050	<b>54,505</b> 1.5779	<b>58,775</b> 1.7015	<b>66,309</b> 1.9196	<b>72,071</b> 2.0864	<b>73,110</b> 2.1165

3. Salary and Index Effective July 1, 2016 (.5% on base)

<b>STEP</b>	<b>NON-DEG.</b>	<b>BA/BS</b>	<b>150/SH</b>	<b>MA/MS</b>	<b>MA+15</b>	<b>MA+30</b>
0	<b>31,245</b> 0.9000	<b>34,716</b> 1.0000	<b>35,862</b> 1.0330	<b>37,146</b> 1.0700	<b>38,188</b> 1.1000	<b>39,229</b> 1.1300
1	<b>32,043</b> 0.9230	<b>36,035</b> 1.0380	<b>37,389</b> 1.0770	<b>38,969</b> 1.1225	<b>40,305</b> 1.1610	<b>41,347</b> 1.1910
2	<b>32,842</b> 0.9460	<b>37,354</b> 1.0760	<b>38,917</b> 1.1210	<b>40,791</b> 1.1750	<b>42,423</b> 1.2220	<b>43,464</b> 1.2520
3	<b>33,640</b> 0.9690	<b>38,674</b> 1.1140	<b>40,444</b> 1.1650	<b>42,614</b> 1.2275	<b>44,541</b> 1.2830	<b>45,582</b> 1.3130
4	<b>34,438</b> 0.9920	<b>39,993</b> 1.1520	<b>41,972</b> 1.2090	<b>44,436</b> 1.2800	<b>46,658</b> 1.3440	<b>47,700</b> 1.3740
5	<b>35,237</b> 1.0150	<b>41,312</b> 1.1900	<b>43,499</b> 1.2530	<b>46,259</b> 1.3325	<b>48,776</b> 1.4050	<b>49,817</b> 1.4350
6	<b>36,036</b> 1.0380	<b>42,631</b> 1.2280	<b>45,027</b> 1.2970	<b>48,082</b> 1.3850	<b>50,894</b> 1.4660	<b>51,935</b> 1.4960
7	<b>36,834</b> 1.0610	<b>43,950</b> 1.2660	<b>46,554</b> 1.3410	<b>49,904</b> 1.4375	<b>53,011</b> 1.5270	<b>54,053</b> 1.5570
8	<b>37,632</b> 1.0840	<b>45,270</b> 1.3040	<b>48,082</b> 1.3850	<b>51,727</b> 1.4900	<b>55,129</b> 1.5880	<b>56,170</b> 1.6180
9	<b>38,431</b> 1.1070	<b>46,589</b> 1.3420	<b>49,609</b> 1.4290	<b>53,549</b> 1.5425	<b>57,247</b> 1.6490	<b>58,288</b> 1.6790
10	<b>39,229</b> 1.1300	<b>47,908</b> 1.3800	<b>51,137</b> 1.4730	<b>55,372</b> 1.5950	<b>59,364</b> 1.7100	<b>60,406</b> 1.7400
11	<b>39,229</b> 1.1300	<b>49,227</b> 1.4180	<b>52,664</b> 1.5170	<b>57,195</b> 1.6475	<b>61,482</b> 1.7710	<b>62,524</b> 1.8010
12	<b>39,229</b> 1.1300	<b>50,546</b> 1.4560	<b>54,192</b> 1.5610	<b>59,017</b> 1.7000	<b>63,600</b> 1.8320	<b>64,641</b> 1.8620
13	<b>39,229</b> 1.1300	<b>50,546</b> 1.4560	<b>54,192</b> 1.5610	<b>60,840</b> 1.7525	<b>65,717</b> 1.8930	<b>66,759</b> 1.9230
14	<b>39,229</b> 1.1300	<b>50,800</b> 1.4633	<b>54,462</b> 1.5688	<b>61,145</b> 1.7613	<b>66,047</b> 1.9025	<b>67,092</b> 1.9326
20	<b>39,229</b> 1.1300	<b>50,800</b> 1.4633	<b>55,997</b> 1.6130	<b>62,975</b> 1.8140	<b>68,175</b> 1.9638	<b>69,220</b> 1.9939
24	<b>41,031</b> 1.1819	<b>53,452</b> 1.5397	<b>57,531</b> 1.6572	<b>64,808</b> 1.8668	<b>70,303</b> 2.0251	<b>71,348</b> 2.0552
27	<b>41,833</b> 1.2050	<b>54,778</b> 1.5779	<b>59,069</b> 1.7015	<b>66,641</b> 1.9196	<b>72,431</b> 2.0864	<b>73,476</b> 2.1165

**ARTICLE X – SALARY AND PAYROLL DEDUCTIONS**

**B. Supplemental Salary**

FOOTBALL		BASEBALL	
Varsity Head	16.00%	Varsity Head	10.50%
Varsity Assistant	12.00%	JV	7.25%
Freshman	8.00%	Varsity Assistant	2.75%
Middle School Head (7th Grade)	7.25%	Freshman	7.25%
Middle School Head (8th Grade)	7.25%	SOFTBALL	
Middle School Assistant	2.75%	Varsity Head	10.50%
		JV	7.25%
VOLLEYBALL		Varsity Assistant	2.75%
Varsity	10.50%	Freshman	7.25%
Middle School	7.25%		
JV	7.25%	SOCCER	
		Varsity Boys Head	10.50%
GOLF		Varsity Girls Head	10.50%
Varsity	10.50%	JV Boys	7.25%
		JV Girls	7.25%
CROSS COUNTRY		Varsity Boys Assistant	2.75%
Boys and Girls	10.50%	Varsity Girls Assistant	2.75%
FACULTY MANAGER	5.75%	CHEERLEADERS	
		High School Football	8.00%
WRESTLING		Middle School Football	6.25%
Varsity Head	10.50%	High School Basketball	8.00%
JV	7.25%	Middle School Basketball	6.25%
High School Assistant	2.75%		
Middle School Head	7.25%	MUSIC	
Middle School Assistant	2.75%	HS Marching Band Director	16.00%
		HS Concert Band	1.50%*
BASKETBALL		HS Asst Band Director	3.75%
Boys Varsity Head	16.00%	HS Vocal	1.50%*
Boys JV	12.00%	MS Concert Band	1.50%*
Freshman Boys	8.00%	MS Vocal	1.50%*
MS Boys Head 7th Grade	7.25%	Color Guard Instruct.	3.50%
MS Boys Head 8th Grade	7.25%	Pep Band	2.75%
MS Assistant Boys	2.75%	H.H. Grade Level Performances (All)	1.00%**
Girls Varsity Head	16.00%		
Girls JV	12.00%		
Freshman Girls	8.00%		
MS Girls Head 7th Grade	7.25%		

MS Girls Head 8th Grade	7.25%	TRACK	
MS Assistant Girls	2.75%	Varsity Boys Head	10.50%
6th Grade	6.25%	Varsity Assistant Boys	7.25%
Skills	2.50%	Varsity Girls Head	10.50%
		Varsity Assistant Girls	7.25%
WEIGHTLIFTING	11.00%	MS Boys Track	6.75%
		MS Girls Track	6.75%
TENNIS			
Varsity Boys	10.50%	ADVISORS (Cont'd)	
JV Boys	7.25%	One Act Play/Play	2.50%
Varsity Girls	10.50%	Senior Advisor	3.75%
JV Girls	7.25%	Junior Advisor	4.75%
		Sophomore Advisor	2.75%
ADVISORS		Freshman Advisor	2.75%
Chipp Newsletter	4.75%	Washington Trip	2.75%
HS Student Council	3.75%	HS N.H.S.	3.75%
MS Student Council	2.75%	HS Academic Challenge	2.50%
HS Yearbook	6.25%	MS Academic Challenge	2.50%
MS Yearbook	3.50%	MS Math Counts	2.50%
Power of the Pen (7th Grade)	2.75%		
Power of the Pen (8th Grade)	2.75%	Lead Mentor	\$1,000
Multi Act Play Director	5.25%	Mentor	\$500
Musical Play Director	8.50%		
Asst. Musical Play Director	4.50%	LPDC	2% of BA-0 Base
MS Play	3.75%		
Hazel Harvey Yearbook	\$500		
Speech Team	2.5%		
Theater Consultant Tech HS	\$250		
Theater Consultant Tech MS	\$150		
MS Musical	4.50%		
Art Display Coordinator	1.00%		
Tech Liaison Hazel Harvey	1.50%		
Tech Liaison MS	1.50%		

\*Per Performance

\*\*Per Grade Level

The Superintendent with Board and Association approval may hire via Supplemental Pay, employees for tasks outside the normal job requirements, at a rate of up to \$20/hour, when these tasks are not position specific and/or may be nonrecurring. These positions will be considered at the next contract renewal for inclusion in the Master Contract.

To submit proposals for supplemental pay employees should submit a written request to the Superintendent that outlines the purpose of the activity and the duties involved. The

Superintendent and the CEA President will review the request. It will then be submitted to the Board for consideration.

1. Each coach and/or seasonal supplemental shall have an option of being paid:
  - a. at the other end of the regular season, or
  - b. at the mid-term and upon final completion of the regular season.

All others shall be paid over paychecks remaining in the contract year after supplemental contract is completed.

2. Extended Service

- a. All days over 184 shall be paid at daily rate (annual salary divided by 184).

<u>Positions</u>	<u>Days</u>
1-H.S. Guidance	15
1-M.S./H.S. Asst. Guidance	10
1-H.H. Guidance	5

- b. Additional positions may be added at the discretion of the Superintendent with Board approval and will be added to B. the next contract. As positions are vacated due to resignations or retirement extended time may be reevaluated and/or adjusted. Extended time maybe adjusted with Association approval if additional hirings of certified staff results in a decrease in workload.
- c. The Board will offer a supplemental hourly rate contract to the Consumer Science Teacher.

C. Paychecks

A teacher shall be paid in twenty-six (26) equal bi-weekly installments for his/her regular duty beginning with the second Friday after the beginning of the regular student instructional year. The Board will provide advance notice of thirty (30) days to each employee prior to any paycheck which deviates from the normal cycle. The Board may require all employees to receive their paycheck via direct deposit and/or their check stub information via electronic correspondence (email).

D. Mandatory Deductions

Except as required otherwise by law or contract, mandatory deductions will be deducted equally from each of the twenty-six (26) pay periods throughout the school year.

E. Summer Paychecks

Teachers who wish to receive their summer paychecks in a lump sum will be permitted to do so provided they submit a written request for such to the District's Treasurer no later than April 1<sup>st</sup> of each year. All lump sum payments will be made on the first payday in June. Should requests be received from more than twenty-five percent (25%) of the teachers scheduled to receive summer paychecks, the Board may, at its discretion, limit such payments to no more than this threshold number. Whenever an excessive number of requests are received, eligibility under the above described formula will be made based upon seniority.

F. S.T.R.S. Pick-Up

1. The Treasurer of the Chippewa Local Board of Education shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution; an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.
2. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's contribution by said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deduction, to said employee.
3. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less than the amount of the "pick-up." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
5. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.

6. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
7. The provision shall be effective and the "pick-up" shall apply to all payroll payments made after September 1, 1984.
8. 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.
9. If Ohio law changes and lowers the Board contribution to STRS from fourteen percent (14%) to twelve percent (12%) and increases the employee contribution from ten percent (10%) to twelve percent (12%), the Board will increase the BA-0 Base salary two percent (2%).

G. Payroll Deductions

1. Annuities

Teachers may change their contract(s) or enter into new contract(s) for tax sheltered annuities with companies (maximum number of eight (8) approved by the Board at two (2) specified times. Notification should be given to the Treasurer's office by August 1 for an effective date of September 1, or by December 1 for an effective date of January 1. Teachers who have changed in salary at mid-year may change their annuity to be effective February 1.

2. Credit Union

Teachers shall be permitted payroll deductions for Wayne County Employees Federal Credit Union. Said deductions will be made from each paycheck and may be increased, reduced, added to or dropped with a two (2) week written notice to the Treasurer.

**ARTICLE XI – OTHER COMPENSATION**

A. Severance Pay

The Board shall pay to each employee retiring with ten (10) years active service in the Chippewa Local School System twenty-five percent (25%) of remaining sick leave days at the retiree's per diem rate on the date of actual retirement with a maximum payment of sixty-one (61) days effective 7/1/03 plus one (1) day per year for each year thereafter. An employee shall be eligible for payment upon the date of approval by the State

Teachers Retirement System (STRS) for retirement. One (1) payment will be made which voids all sick leave. Payment may be requested by and will be made on the first regularly scheduled payday after January 1<sup>st</sup> following the effective date of retirement. Employees eligible for retirement shall have the option of retiring on May 31 upon notification to the Board and the completion of all record keeping and other duties.

Teachers who notify the Board of Education of their retirement at the conclusion of that school year by no later than March 1, will receive a bonus payment of Five Hundred Dollars (\$500.00).

B. Mileage Allowance

1. Reimbursement to employees for approved travel expense shall be at the Internal Revenue Service rate in effect January 1 of the year in which the school year began and which the Internal Revenue Service permits a taxpayer to use as the standard mileage deduction. "Approved" shall be interpreted to mean any required travel for county office meetings or any other travel which is approved by the Board. Requests must be turned in on the proper form.
2. Teachers who are assigned by the Administration to travel daily between buildings during the student day as a part of their teaching assignment shall be paid Fifty Dollars (\$50.00) per semester. Payment shall be made at the end of each semester.

C. Tuition Pay

1. The Board shall appropriate to provide tuition reimbursement to teachers/tutors for earned college credit in the amount of Twenty-Eight Thousand Dollars (\$28,000.00), subject to the following conditions:
  - a. No employee covered by this Agreement will be eligible to receive tuition reimbursement until he/she has taught in the District for one (1) year.
  - b. The college course must be taken in education, in the area of present certification, or in any area of any certification permitted by the State Department of Education leading to a new certificate. However, no teacher will be permitted to take courses outside his/her area of certification until he/she reaches the level of BS/BA 150.
  - c. Available moneys shall be provided to pay qualified teachers on a first come, first served basis.
  - d. The teacher desiring such pay must meet with the building principal and receive approval of the building principal and Superintendent on the appropriate form provided for this purpose prior to enrolling in the college course. Courses, including distance learning, from any accredited

university shall be eligible for reimbursement, upon approval of the Superintendent.

- e. The teacher shall submit written proof in the form of an official transcript of completed credit at an accredited university, with a passing grade and a receipt of payment or documentation of payment showing out-of-pocket expenses including but not limited to Stafford or other loans a teacher is required to pay, to the Superintendent at the conclusion of the quarter (semester) in which the course was taken.
  - f. The rate of tuition reimbursement shall be seventy-five percent (75%) of the actual tuition cost for no more than nine (9) quarter or eight (8) semester hours taken between September 1<sup>st</sup> and August 31<sup>st</sup> of any school year.
  - g. Each teacher receiving pay under this section, prior to his/her receipt of such pay, such agree that he/she will teach in this District for at least one (1) full school year following receipt of such pay. If such teacher fails to teach in the District for the required period, the amount of such pay received during the prior school year shall be deducted from said teacher's final pay.
2. If approved by the Ohio Department of Education and other districts in Wayne County, the Wayne County In-Service day shall be counted as or towards the required CEU credit for that year. The Board and administration shall work with and make every reasonable effort to get the In-Service day approved by the Ohio Department of Education for CEU.

D. Covering Class Pay

1. Any teacher who covers class(es) of an absent teacher or any study hall teacher who has assigned to his/her study hall a class or part of a class consisting of ten (10) students or more normally assigned to another teacher, or any group of teachers who, with the permission of the administration, agree to split a class normally assigned to another teacher shall be paid Seventeen Dollars and fifty cents (\$17.50) per hour.
2. A supplemental contract will be issued to those who sign for this duty.
3. This section is not applicable for situations where two (2) or more teachers for the convenience of each other, and with the principal's approval, agree to perform this duty.
4. Cover class pay reimbursement forms (Appendix I) shall be turned into the building office where they will be kept until two (2) weeks before the end of the semester/year when they will be forwarded to the Treasurer for payment.

## ARTICLE XII – TEACHING DUTIES

- A. As stated in O.R.C. §3319.072, each teacher shall be granted at least thirty (30) minutes for lunch each school day during which time he/she shall not be required to perform any school activity.
- B. Conference and planning time shall be equal to a teaching period within the student day. Each full-time elementary contained classroom teacher shall be granted planning time during the student day of at least two hundred (200) minutes per week through the use of release time for art, music, physical education or other special classes. Teachers will have at least one planning period during the student day of at least 40 continuous minutes. Special area teachers will be granted continuous planning time at least equal to those teachers whose classes they service in addition to travel time.

## ARTICLE XIII – LENGTH OF SCHOOL YEAR AND DAY

- A. The school year will consist of a maximum of one hundred eighty-five (185) days for new teachers (one hundred eighty-four (184) for current staff) of which one hundred eighty (180) are with students in attendance including parent conferences. In addition to the aforementioned days, teachers will be required to attend building open houses. The final compensated "workday" will be reduced to accommodate the required open house scheduled time.
- B. The teacher work day is seven and one-half (7½) hours. Principals can hold faculty meetings, up to eight (8) per school year, and such meetings can extend the teacher workday by no more than forty-five (45) minutes.
- C. School Calendar Input: Teachers will be given opportunity to provide input on the calendar through a representative committee to be appointed by the Superintendent which shall include the Association's building representatives. Recommendations of the committee will be submitted in writing to the Superintendent. The final adoption of the school calendar is the responsibility of the Board.

## ARTICLE XIV – TEACHING CONDITIONS

- A. Class Size
  - 1. Each class in grades 7-12 shall have not less than fifteen (15), or more than thirty-two (32) students in membership. Each class in grades 5-6 shall have not less than fifteen (15) or more than thirty (30) students in membership. Each class in grades K-4 shall have not less than fifteen (15) or more than twenty-five (25) students in membership.

2. This does not prohibit occasionally planned large group instruction. Also remedial, special education and learning disabilities classes are excluded from this rule. Other exceptions to this rule must receive approval from the Board on an individual merit basis.

B. Teacher Assignments

Teachers are to be assigned only in areas of certification.

C. Teacher Facilities

1. Each building shall have a separate, adequately supplied workroom and teacher lounge. The workroom and lounge may be co-located if no alternative is available.
2. Each teacher shall be given a key to all classrooms/offices/buildings to which he/she is assigned without charge. A charge will be made for lost keys.
3. The Administration will provide a telephone extension in all buildings for use by the teaching staff and it will be in an area which permits private conversations with parents.
4. Teachers will not be denied access or use of working copy equipment and supplies.

D. Test Scoring

Machine scoring service, if available, shall be provided for all standardized tests used in the District teaching programs. Exceptions may be made for tests administered to students on an individual basis.

E. Building Budgets

Building principals are responsible for budgets for instructional materials. Meetings will be held with teachers and principals to provide input.

F. Dress Code

Teachers are expected to dress in an appropriate manner; however, any teacher dress code must provide for flexibility of a variety of teaching situations and not be so stringent that it inhibits the educational process.

G. Non-Discrimination

No teacher will be discriminated against because of race, color, age, national origin, sex, religion, or marital status.

H. Inclusion/Mainstreaming

1. A regular classroom teacher will attend IEP conferences of a special education student that will be or has been placed in that teacher's classroom.
2. Regular classroom teachers will receive in-service training about the regular teacher's responsibilities for implementation of a special education student's IEP.
3. All necessary aids and supportive services identified in the IEP as necessary for the educational program will be provided for the special education student in the regular classroom.
4. If problems should arise for the regular classroom teacher or special education resource teacher as a result of inclusion or mainstreaming of a special education student, the respective teacher and building principal shall meet to discuss the problem. If the problem cannot be resolved, an appeal to the Superintendent is permitted.
5. Each teacher responsible for writing IEPs shall receive one release day per school year. An additional day in one-half (½) day increments may be granted as necessary by the administration of the District.

I. Complaints and Discipline

1. Any complaint regarding a teacher made to any member of the Administration by any parent, student, or other person which is used in any manner in evaluating a teacher will be called to the attention of the teacher within two (2) school days of the complaint. The teacher will be given an opportunity to respond to such complaint.
2. After completion of the probationary period, no teacher will be suspended without pay for disciplinary purposes without just cause.

**ARTICLE XV – CONFERENCES AND IN-SERVICE MEETINGS**

- A. In the event an employee wishes to attend a professional workshop, clinic, or convention, two (2) days absence per school year may be granted by the Board without loss of pay.
- B. In cases of requests involving expenses to be paid (in addition to substitute pay) or additional days, approval must be obtained from the Board.
- C. No more than two (2) teachers will be permitted to attend the same conference without Board approval.

- D. Requests for attendance at a professional meeting shall be submitted on the proper form to the building Principal for approval. No teacher's request will be denied except for bona fide business reasons, scheduling conflicts, etc.
- E. Coaches in their respective sport may use this leave for state tournaments with prior written approval of the Activities Director/Principal. The Board will be responsible for only the substitute teacher, and no other expenses.

### **ARTICLE XVI – PAID LEAVES OF ABSENCE PROVISIONS**

#### A. Sick Leave

1. Certified employees may accumulate sick leave to a maximum of two hundred eighty-four (284) days effective July 1, 2014, and two hundred eighty-five (285) days effective July 1, 2015, and two hundred eighty-six (286) days effective July 1, 2016.
2. The Board shall allow its full time employees an advance of five (5) days sick leave which has not yet actually been earned.
3. Sick leave shall be granted to each certified employee for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and illness in the employee's immediate family. Sick leave may be used only for the time necessary for a scheduled doctor's appointment. Sick leave may be granted for a death in the immediate family. Sick leave may also be used to attend the funeral of an employee's aunt or uncle or to attend the funeral of the aunt or uncle of the employee's spouse up to a maximum of 2 days.
4. Immediate family for the purposes of this Agreement shall be defined as, but not limited to, father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandchildren, father-in-law, mother-in-law, son/daughter-in-law, sister/brother-in-law, legal guardian or foster or step-parents, step-children, or any relative living under the same roof as the employee.
5. Employees who give birth to a child will be granted up to six (6) weeks (42 consecutive calendar days) of accumulated sick leave for recovery purposes after the vaginal birth of a child and up to eight (8) weeks (56 consecutive calendar days) of accumulated sick leave for recovery after the caesarean birth of a child. Accumulative sick leave time will be granted beyond the six (6) week recovery period with a doctor's written statement that additional recovery time is necessary.

B. Personal Leave

1. Each employee shall be entitled to three (3) days of personal leave per school year with pay. However, no employee will be permitted to utilize such leave time to extend a holiday, vacation, mid-term recess or semester break period, nor on the first or last day of school unless specifically waived in writing by the Superintendent at his/her discretion. Employees who wish to use personal leave during the last four (4) weeks of the school year must have the expressed written permission of the Superintendent or other board appointed designee. A maximum of four (4) members of a building's staff or a maximum of eight (8) members of the bargaining unit District wide may be on personal leave on the same day to be determined on a first-come, first-serve basis.
2. Notice of intent to use personal leave shall be filed at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In the case of emergencies, the form shall be completed upon return of the employee.
3. Unused personal leave will be converted to sick leave at the end of each school year on a 1:1 ratio.

C. Personal Leave Bank

1. A personal leave bank will be maintained by the Administration. Each member of the bargaining unit may voluntarily donate a maximum of one (1) unused personal leave day per school year to the Personal Leave Bank which enrolls them as a member of the bank.
2. The donations to the Personal Leave Bank shall not be counted as a day of absence.
3. Eligibility and Use of Personal Leave Banks Days
  - a. The Superintendent and the CEA President shall mutually determine eligibility for persons who apply for use of paid leave from the Personal Leave Bank, and shall determine the number of personal leave bank days authorized to the employee. The number of days will not exceed forty five (45) days initially. Such eligible employees must have exhausted all of their sick leave accumulation and must have a serious or catastrophic illness or injury personally or in their immediate family.
  - b. All new bargaining unit members shall be eligible for enrollment in the personal leave bank and may enroll by donating one (1) personal leave day to the bank by October 1<sup>st</sup>.
  - c. If an employee is considered for disbursement of personal leave bank days, he/she must first contribute their remaining personal days to the personal leave bank before any days are disbursed to the employee.

- d. An employee using the personal leave bank must apply for STRS disability leave when eligible.

D. Compulsory Leave

1. Release time will be granted for required appearance in court or other tribunal where the teacher is a defendant, witness, or on jury duty. The teacher shall attach to the leave request form the substantiation given by the Court for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the employee(s).
2. Reservists or National Guard members called to active duty shall have the difference between their current salary and military salary paid for the duration of their service.

E. Assault Leave

1. Right to Leave

A member of the bargaining unit who is absent due to physical disability directly resulting from an assault, which occurs as a result of Board employment, shall be eligible to receive assault leave.

2. Notice of Intent to Use Leave

- a. Such leave shall be granted, for a period not to exceed twenty (20) work days, upon the member's delivery to the Treasurer a signed statement on the forms prescribed by the Board and maintained by the Treasurer.
- b. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, (if known), the facts surrounding the assault, and willingness of the member to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

3. Rights While on Leave

- a. Except as provided in Section 5., a member of the bargaining unit on assault leave shall be maintained on full pay status during the period of his/her leave.
- b. Leave granted under this section shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under other sections of this Article.

4. Length of Leave

Assault leave may be used for the period of the disability up to a maximum of twenty (20) work days.

5. Restrictions

- a. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
- b. The pay of a member of the bargaining unit on assault leave shall be reduced by the amount received by the individual, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the bargaining unit member's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.
- c. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.

**ARTICLE XVII – UNPAID LEAVES OF ABSENCE PROVISIONS**

A. Maternity/Paternity/Adoption Leave

1. Notification

- a. An employee who is entitled to the Maternity/Paternity/Adoption Leave must notify the Superintendent in writing at least thirty (30) days before the commencement of the leave. In an emergency situation, the employee is to notify the Superintendent as far in advance as possible.
  - b. An employee may choose to return to his/her position prior to the end of a semester, at the discretion of the Superintendent. She/he may also extend the leave for up to one (1) year.
  - c. Any employee on maternity/paternity/adoption leave shall be reinstated at the beginning of a school year, or at the semester. This written notification shall be given to the Superintendent prior to July 10.
2. A certified employee who is pregnant shall be entitled upon written request to an unpaid leave of absence not to exceed one (1) year. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires.

3. A male employee will be entitled upon written request to a leave of absence for one (1) year between the time of the birth of a child to his wife and one (1) year thereafter.
4. A certified employee adopting a child will be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. The leave is not to exceed a total of one (1) year.
5. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the total premium(s) (100%) by the employee. Said premium(s) will be payable by the fifteenth day of each month to the office of the Treasurer.

B. Professional Leave

Any professional employee who has completed three (3) consecutive years of duty in the Chippewa District, may upon recommendation of the Superintendent and approval of the Board, be granted a one (1) year leave of absence without pay for study or travel and be guaranteed upon return, a position within his/her certified area but subject to assignment by the Superintendent. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the total premium(s) (100%) by the employee. Said premium(s) will be payable by the fifteenth day of each month to the office of the Treasurer.

C. Medical Leave

1. A written application for a leave of absence, without pay, for not more than one (1) year for medical reasons must be accompanied by a statement from the attending physician. Said statement must indicate the nature of the illness and recommend that the employee be relieved of duties.
2. The Board may grant an unrequested leave of absence to any teacher because of physical or mental disability, but such teacher, upon request, may have a hearing on such unrequested leave of absence in accordance with O.R.C. §§3319.16 and 3319.161, and all other provisions of O.R.C. §3319.13.
3. A request for leave shall be granted for the remainder of the semester or the remainder of the school year, or for an entire school year.
4. At least thirty (30) days before a teacher on leave of absence for medical reasons expects to resume his/her duties, the teacher, or someone acting in the teacher's behalf, must request, in writing, the reinstatement of said teacher at the beginning of the next semester. The teacher's failure to notify the Administration of his/her intent to return thirty (30) days prior to scheduled date of return forfeits his/her right to return.

5. Not less than ten (10) days before termination of leave, a doctor's statement must be submitted by the teacher. This statement shall certify that the teacher has been examined and that the teacher will be able to resume duties with the Board when the leave of absence expires.

D. Election Leave

Any person who is elected to public office or state or national association office that would require release time. Release time shall be granted for such leave for the period needed to fulfill the obligation.

E. Family Medical Leave

The Board of Education and members of the bargaining unit agree to comply with the requirements of the Family Medical Leave Act.

### **ARTICLE XVIII – MANAGEMENT RIGHTS**

Management shall be responsible for administering the provisions of the Agreement. Provisions not specifically covered by this Agreement shall remain as management rights in accordance with the Ohio Revised Code. The Board shall determine the policy for the Chippewa School District and the Superintendent shall carry out the policy and will make such rules and decisions as are necessary for the effective management of the school District.

### **ARTICLE XIX – ASSOCIATION RIGHTS**

The Board grants the following exclusive rights to the Association:

1. The Association has the right to submit items for consideration or comment on items under consideration by the Board.
2. The President of the Association will be provided with notices of all Board meetings, agendas, minutes, and all documents of public record without charge except matters that are by law confidential in nature. There will be a UCR charge for pages in excess of twenty-five (25) per month.
3. Facilities and equipment may be used by the Association with prior approval of the principal. Such approval will not be unreasonably withheld.
4. The Association may use the bulletin board in the teacher lounge.
5. The Association may use the building public address system with prior approval of the principal for brief announcements at times when other announcements are made. Approval will not be unreasonably withheld.

6. The Association may use the internal mail system and all internal communication including e-mail. Subject to the compliance with our Acceptable Use Policy and conforming to public use laws.

7. Association Dues, Initiation Fees, and Assessments

- a. The Board shall deduct the periodic dues, initiation fees, and assessments of Association members and shall deduct a fair share fee (in the manner described in b., c., and d. below) from all non-members of the Association equal to Association and affiliate dues, fees, and assessments. Such payroll deduction of dues, etc. shall be made equally from all pays starting with the first day in October, if the Association Treasurer submits the names and amount to be deducted for each person not later than September 15<sup>th</sup> of each year along with signed authorization cards from the members and copies of Association notification letters to each non-member.
- b. Bargaining unit members who do not elect to become members of the Association within sixty (60) days following his/her initial day of actual work, shall be required to pay the Association the fair share fee.
- c. It shall be the responsibility of the Association to prescribe an internal rebate procedures of moneys spent on political or ideological matters, opposed by the fair share fee payor.
- d. The Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee section. For purposes of this section, term "Board" includes the Board, its members, the Treasurer, Superintendent, and all members of the Administrative staff.

8. OEA Fund for Children and Public Education

The Board shall accept payroll deductions for the OEA Fund for Children and Public Education as such payments are equal monthly payments for the year.

9. Association Business Days

The Superintendent shall grant an accumulative total of up to four (4) days leave per school year to member(s) of the Association, to conduct business of the Association. The Association President shall notify the Superintendent of the dates such member(s) of the Association shall be absent. The Superintendent shall then notify the building principal(s) involved of these dates so that a substitute may be employed.

## ARTICLE XX – INSURANCE

### A. Health Insurance and Major Medical

#### 1. Health Insurance/Major Medical Insurance

For all members of the bargaining unit working full time the Board shall pay eighty-five percent (85%) of the family or eighty-five percent (85%) of the single premium health insurance at the selection of the employee for the Blue Cross-Blue Shield high level benefit plan or equivalent of a 365 day hospitalization coverage with general benefits described below. The insurance plan shall include major medical insurance with deductibles, co-insurance percentages, and out-of-pocket maximums covered by up-front deductibles defined below with a life time maximum of \$1,000,000 per person.

Part time employees that are both covered and employed on 6/30/06 will be exempt from the need for full time status. Part time employees covered or employed after 6/30/06 can receive Board paid premium prorated against the total Board share based on contracted teaching days or full time equivalency per diem.

#### 2. Enrollment

During the life of the contract, Chippewa Local School District will apply a spousal insurance incentive of \$600 per year for those employees whose spouse can enroll in benefits through their own employer, but decline or waive that coverage and choose to take advantage of the Chippewa Local School District benefit plan. Employees must notify the Board of Education annually (by July 1st) of their insurance status. Employees must notify the District Treasurer of any changes that occur during the year and provide employer verification of spouses' employment and/or eligibility/ineligibility of insurance. The annual amount will be prorated monthly due to mid-year changes. This article shall include but not be limited to self-employed spouses, independent contractors/subcontractors spouses, and/or those spouses eligible for coverage as a retiree.

#### 3. Deductible/Co-Pay

HealthStar claims will be subject to a One Hundred Dollar (\$100) individual deductible and a Two Hundred Dollar (\$200) family deductible with claims paid at the rate of eighty percent (80%) for all network claims. Non Health Star claims will be subject to a Two Hundred Fifty Dollar (\$250) individual deductible and a Five Hundred Dollar (\$500) family deductible and paid at a rate of sixty percent (60%) for all non-network claims. All emergency claims shall be paid at the eighty percent rate (80%).

4. Co-Payment Limits – Out-of-Pocket

Single Health Star	=	\$1,250 Maximum
Family Health Star	=	\$2,500 Total
Single non-Health Star	=	\$2,250 Calendar Year
Family non-Health Star	=	\$4,500 Expense

5. General Benefits

- a. Hospital, Room & Board – 365 days Semi-Private room rate per period of confinement.
- b. Skilled Nursing Facility – Major Medical – Requires Physician’s plan of treatment.
- c. Inpatient Alcohol/Substance Abuse Facility – covered the same as any other illness.
- d. Home Health Care Services – U.C.R. charges for professional nursing services: physical, occupational and speech therapy; medical/surgical supplies; prescription drugs; oxygen supplies/administration; medical/social and health aide services; kidney dialysis.
- e. Outpatient Accident Benefit – U.C.R. charges for initial treatment received within 72 hours of an accident. Accidents to teeth covered under Major Medical.
- f. Outpatient Medical – Major Medical.
- g. Diagnostic X-Ray & Laboratory – U.C.R. charges: includes one EKG, chest x-ray, SMA-12, urinalysis and complete blood count per year done as part of annual physical exam. Allergy testing covered under Major Medical. U.C.R. charges for routine pap tests, mammogram, or prostate examinations one (1) limited to the first such test in each calendar year.
- h. Inpatient Physician Benefit – U.C.R. charge for up to 365 visits per period of confinement.
- i. Inpatient Consultation Benefit – U.C.R. charges.
- j. Surgery Benefit – U.C.R. charges (Mandatory Second Surgical Opinion). Routine foot care excluded. Accidents to teeth and removal of bony impactions covered under Major Medical.
- k. Assistant Surgery Benefit - U.C.R. charges for covered surgical procedures.

- l. Anesthesia Benefit – U.C.R. charges for covered surgical procedures.
- m. Ambulance Benefit – Major Medical including non-local transportation to nearest hospital qualified to provide specialized care not available locally.
- n. Physician Benefit – Surgical, technical surgical assistance, obstetrical, Emergency First Aid, Supplemental Accident Expense, and Medical Emergency services.
- o. Inpatient Newborn Care – U.C.R. charges for first routine inpatient visit by a physician other than the delivering physician. Treatment for disease/illness covered under Inpatient Physician Benefit.
- p. Radiotherapy/Chemotherapy – U.C.R. charges.
- q. Physical Therapy – U.C.R. charges for up to ten (10) visits per calendar year.
- r. Outpatient Mental/Nervous Treatment - \$1,000 Maximum benefit per person per calendar year.
- s. Outpatient Alcoholism/Substance Abuse Treatment - \$1,000 Maximum benefit per person per calendar year.
- t. Major Medical – covers services which are medically necessary and charges which are reasonable for many services and supplies not covered by hospitalization and physician (health) insurance. Some examples are:
  - 1) Physician’s home and office calls.
  - 2) Physician’s services for surgery and anesthesia administration.
  - 3) Private-duty nursing by a registered nurse at home or in a hospital when medically necessary. The care must not be custodial in nature.
  - 4) In-hospital private-duty nursing by a licensed practical nurse when medically necessary. The care must not be custodial in nature.
  - 5) Blood transfusions, including blood and blood plasma to the extent it is not replaced.
  - 6) Other hospital services and supplies require inpatient or outpatient treatment.
  - 7) Diagnostic x-ray and laboratory exams.

- 8) Services and supplies for pregnancy for the employee and eligible dependents.
  - 9) Certain appliances braces, crutches, and other medical equipment as prescribed by physician.
  - 10) Services of a licensed physical therapist when certified by the attending physician.
  - 11) Oxygen, dressings, colostomy bags, and other medical supplies.
  - 12) Ambulance.
  - 13) Treatment for alcoholism, drug addition or mental or nervous disorders.
  - 14) Outpatient psychiatric is limited to \$2,000 per person per calendar year at the rate of 50% co-insurance.
  - 15) Chiropractic services are paid up to \$1,000 per person per calendar year.
  - 16) Podiatry services are paid up to \$500 per person per calendar year.
  - 17) Hospice care is paid up to 180 days per lifetime.
- u. These general benefits are intended to be illustrative in nature and not all inclusive.

6. Exclusions

- a. Hospitalization Benefits
- 1) Weekend hospital admissions, unless need is documented by attending physician.
  - 2) Inpatient hospitalization principally for observation or diagnostic evaluation.
  - 3) Services for convalescent or custodial care.
  - 4) Care for occupational injury or disease covered by Workers' Compensation.
  - 5) Services in local, state, or federal governmental institution otherwise paid for by the government.

- 6) Services which are not needed to diagnose or treat the patient's illness or condition.
- 7) Diagnostic tests or procedures which are part of a routine check up, examination, or test.
- 8) Skilled nursing facility care for senile deterioration, mental deficiency, or retardation.
- 9) Drugs or appliances taken home.
- 10) Personal services such as television rental, telephones, barber services, or guest meals.

b. Physician Benefits

- 1) Care or services for occupational injury or disease to the extent payment is available under Workers' Compensation.
- 2) Medicines, drugs, appliances, or supplies.
- 3) Well baby care.
- 4) Cosmetic surgery, except services performed to improve a body function, treat a scar caused by an injury or surgery or correct a birth defect.
- 5) Work in connection with routine physicals, except as provided in General Benefits (5.g.).
- 6) Proctoscopies and anoscopies when part of a routine physical.
- 7) Care of feet, except surgery.
- 8) Office or house calls.
- 9) Dental services except the initial first aid services as a result of an injury.
- 10) Custodial care.
- 11) Services which are covered under the hospitalization program.
- 12) Services rendered primarily for training or educational purposes.
- 13) Self-administered services.

- 14) Services directed toward self-enhancement.

c. Major Medical Supplemental Benefits

- 1) Care or services for occupational injury or disease to the extent payment is available under Workers' Compensation.
- 2) Services in local, state, or federal governmental institution otherwise paid for by the government.
- 3) Services rendered solely for cosmetic purposes, except for an accidental injury and services performed to improve a body function, treat a scar caused by an injury or surgery or correct a birth defect and dental services that are covered under Major Medical.
- 4) Eyeglasses or hearing aids, or the examination for their prescription or fitting, except due to an accidental injury occurring while coverage is in effect.
- 5) Routine foot care and removal of corns, calluses, toenails, or subcutaneous tissue except to the extent covered under paragraph 5.t.17) above.
- 6) Charges in excess of usual, customary, and reasonable (UCR).
- 7) Custodial or medically unnecessary care.
- 8) Non-prescription or over-the-counter drugs and vitamins.

7. Dependent Eligibility

Eligible dependents include spouse, dependent child(ren) from birth to age 23 (who are unmarried, not employed on a regular full-time basis, a full time student, and dependent on the employee for support), and unmarried dependent children of any age who is/are incapable of self-support due to a physical or mental handicap which arose prior to attainment of age 23. Dependent eligibility will be covered from birth to age 26 for all children born prior to 7/1/2006 to those employees employed prior to 7/1/06. Coverage of dependent children will require all four (4) attributes for eligibility.

8. Section 125 Plan

The Board will provide a premium only IRS Section 125 plan.

B. Life Insurance

A term life insurance policy of Forty-Five Thousand Dollars (\$45,000) effective 7/1/08 will be provided by the Board for all certified employees. Further, the insurance shall include accidental death and dismemberment benefit equal to the basic life coverage.

C. Bus Insurance

No teacher shall be required to transport students, however, the Board agrees to cover teachers under the Board policy for bus driving.

D. Dental Insurance

The Board will provide a dental insurance plan covering all employees and their eligible dependents. This plan will be designed to provide benefits equal to that currently (January 1, 2000) provided with the following exception: Restoration Type III claims will be paid at sixty percent (60%) of UCR without maximums. Should more than one member of a family be employed by the Board in this District, it will be only required to pay premiums on one of the employees, provided the other employee(s) is considered an eligible dependent of the covered employee. The Board will pay eighty-five percent (85%) of the premium due, with the balance to be paid by the covered employee by means of payroll deduction.

E. Liability Insurance

The Board agrees to purchase a liability insurance policy for all teachers at the current level as of 6/1/89.

F. Prescription Drug Insurance

The Board will eighty-five percent (85%) of the premium for the single plan and eighty-five percent (85%) of the family plan for prescription drug insurance. The payment limit shall be eighty percent (80%) for generic drugs or seventy-five percent (75%) for legend drugs. If no generic drug is available or for some medical reason the attending physician requires a legend drug, then the deductible shall be paid at the generic rate. Maintenance type drugs will require the use of a mail order system for utilization of this coverage when such system is available.

### ARTICLE XXI – SETTLEMENTS

If a settlement occurs in a negligence claim in which a teacher is named as a party and the settlement is without the express written approval of the affected teacher, the settlement of the liability claim shall not be used by the Board and/or administration as any detriment, reprisal, or blemish on the employee's record.

## ARTICLE XXII – PRE-SCHOOL GRANT PROGRAM

- A. As a result of the State grant being approved for the pre-school grant program on a calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>) basis for specific persons, and due to the fact that the grant is only guaranteed on a year-to-year basis, the parties believe several variations/deviations from traditional Master Contract provision must be provided, otherwise the program cannot succeed. These deviations/variations are totally listed herein, and there are no other deviations/variations from traditional Master Contract provision must be provided, otherwise the program cannot succeed. These deviations/variations are totally listed herein, and there are no other deviations/variations permitted without mutual agreement of the parties in the same manner as initially generated by this Article. These deviations/variations are not to establish a practice or precedent for any other grant program or staffing need, and are solely limited to the Pre-School Grant Program as it is constituted this 6<sup>th</sup> day of November 1990.
- B. The parties agree that this program will be self-contained and self-supervised. Thus, no other member of the bargaining unit will have any teaching or supervisory duties assigned regarding any student in this program other than occasional testing by guidance, psychological, or speech/hearing personnel.
- C. There is one type of position in this unit, Pre-School Teacher. The Teacher position is a salaried position and will either be full-time or half-time depending on the grant amount.
- D. The Pre-School Teacher is entitled to all sections of the Master Contract except as restricted or modified below:
1. Contracts (Article V)  
  
The Pre-School Teacher will only be provided a limited one-year employment contract with the Pre-School Teacher being a salaried position.
  2. Reduction in Force (Article IX)  
  
The Pre-School Teacher has no right to a teaching position just by virtue of being employed as a Pre-School Teacher. Thus, they are not entitled to any aspect of Article IX. Reduction in Force.
  3. Salary (Article X)  
  
The Pre-School Teacher will be paid on the negotiated salary schedule at the salary step they are qualified for by education credits and experience either full-time or half-time, later defined herein. They will accrue annual increments if full-time, or annual increments every two years if half time.

4. Mileage (Article XI)

The Pre-School Teacher will be paid mileage for home visits, required meetings, and required travel to Columbus.

5. Teaching Duties (Article XII)

- a. The Pre-School Teacher will not be eligible for any aspects of this article.
- b. However, the Pre-School Teacher will not be required to attend faculty meetings, will not be required to give grades, will not have other duties of regular teachers, nor be scheduled with students from 11:30 a.m. to 1:30 p.m.

6. Length of School Year and Day (Article XII)

- a. The PreSchool Teacher will not be eligible for any aspects of this article.
- b. In order to be considered half time, the Pre-School Teacher will be scheduled with children either 9:00 a.m. to 11:30 a.m. or 1:30 p.m. to 4:00 p.m. In order to be considered full-time, the Pre-School Teacher will be scheduled with children from 9:00 a.m. to 11:30 a.m. and 1:30 p.m. to 4:00 p.m. In either case, this will be for a maximum of four (4) days per week, with the fifth (5<sup>th</sup>) day being reserved for home visits or meetings in conjunction with the Pre-School Program. Restroom breaks are permitted during scheduled times.
- c. The Pre-School Teacher shall not be scheduled, except for home visits of newly enrolled youngsters from the beginning of the Teacher's Christmas break to the first day of the second semester nor shall he/she be scheduled prior to September or after May, except for home visits.

7. Teaching Conditions (Article XIV)

The Pre-School Teacher shall not be eligible for any aspects of Section A. Class Size, Section D. Test Scoring, and Section E. Building Budgets.

8. Insurance (Article XX)

The Pre-School Teacher shall be entitled to all insurances if full-time. The Pre-School Teacher, if half-time, shall only be provided hospitalization and dental insurance.

### **ARTICLE XXIII – STUDENT TUITION WAIVER**

The Board will waive any tuition of non-resident children of employees in the bargaining unit who attend Chippewa Local Schools.

### **ARTICLE XXIV –RESIDENT EDUCATOR PROGRAM**

The Chippewa Local School District has developed the teacher Resident Educator program to provide educators with coaching, mentoring and guidance that are critical to improve their skills and knowledge and student achievement.

#### **I. Definitions**

The following definitions will be used throughout this entry-year program:

##### **A. Resident Educator Program**

Teacher Resident Educator program means a program of support provided by a school district pursuant to state standards to provide quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional license.

##### **B. Resident Educator**

A teacher under a resident educator license.

##### **C. Mentor**

A mentor is a teacher trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

#### **II. Purpose**

An effective Resident Educator program is desirable to optimize the success of a teacher in their first years of employment in order to advance to a five-year professional educator license.

#### **III. Rationale**

Consistent with the district's Mission Statement, the teacher has a major responsibility in enabling children to develop their unique skills and talents. It is in the best interest of the children of Chippewa Local Schools to provide a system of support for teachers to help them.

#### IV. Goals and Objectives

- A. To build a strong mentor relationship between the Resident Educator and the mentor by:
  - 1. Developing a mentor/Resident Educator team.
  - 2. Providing training for mentors.
  - 3. Providing the opportunity for interaction between mentor and Resident Educator.
  
- B. To build a knowledge base of essential resources, policies, and procedures at the district level by:
  - 1. Providing information regarding essential resources, policies, and procedures of the Chippewa Local Schools.
  - 2. Providing information regarding essential resources, policies, and procedures of the building.
  - 3. Providing information regarding essential resources, policies, and procedures at the state, and the federal levels.
  
- C. To understand effective classroom techniques and procedures by:
  - 1. Reinforcing effective classroom management skills.
  - 2. Providing reinforcement for effective delivery of the curriculum.
  
- D. To build an awareness of expectations by:
  - 1. Fostering professional attitudes and positive self-esteem.
  - 2. Defining community, district, and building expectations.
  - 3. Defining Resident Educator expectations.
  - 4. Building the Resident Educator toward self-reliance.
  - 5. Providing for professional growth experiences for experienced teachers.
  - 6. Promoting the self-esteem of mentors and Resident Educators.

## V. Roles and Responsibilities

### A. Role and Responsibilities of the Building Principal

1. Oversee the implementation and coordination of the Resident Educator Program at the building level.
2. Be sensitive to the needs of the Resident Educator and mentor teacher.
3. Promote a positive rapport among the faculty, Resident Educator, and mentor teacher.
4. Disseminate information regarding building policies and procedures to the Resident Educator.
5. Guide the Resident Educator to outside resources.
6. Provide time, when possible, for Resident Educator and mentor teachers to meet.
7. Meet with the Resident Educator and mentor teacher as needed.
8. Promote professionalism.
9. Arrange schedules to provide classroom visitations for either the mentor or Resident Educator as needed.
10. Assist in the evaluation of various aspects of the Resident Educator Program.
11. Notify the lead Mentor if the mentor's work as a mentor is not satisfactory and the mentor should be not selected again in the future. This will not be reflected in the mentor's teaching evaluation.
12. Evaluate the Resident Educator. This evaluation of the Resident Educator's teaching performance is the responsibility of the building administrator and will not involve the mentor.

### B. Role and Responsibilities of the Mentor Teacher

1. Participate in all mentor training.
2. Meet with the Resident Educator on a regular basis to accomplish the monthly goals and activities; communicate with building principal.
3. Establish rapport as a helping person.

4. Help Resident Educator to identify most immediate and pressing needs.
5. Help with ways to organize and manage the classroom.
6. Suggest ways to plan for instruction.
7. Observe teaching and provide non-evaluative feedback related to areas of instruction and classroom management. It is not the responsibility of the mentor to formally evaluate the Resident Educator's teaching performance. This is the responsibility of the building principal.
8. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
9. Help the Resident Educator with ways to implement the district curriculum.
10. Help acquaint the Resident Educator with other personnel in the building.
11. Suggest ways to communicate with parents.
12. Serve as a sounding board and mentor on a regular basis.
13. Promote professionalism.
14. Assist in the evaluation of various aspects of the Resident Educator Program.

C. Role and Responsibilities of the Resident Educator

1. Meet with the mentor teacher on a regular basis to accomplish the monthly goals and activities.
2. Interact and cooperate with mentor and building principal.
3. Communicate needs to mentor.
4. Make an effort to implement suggestions or recommendations made by mentor.
5. Participate in Resident Educator seminars and activities.
6. Promote professionalism.

7. Assist in the evaluation of various aspects of the Resident Educator Program.

D. Role and Responsibilities of the District Superintendent

1. Be sensitive to the needs of the Resident Educator and mentor teachers.
2. Promote a positive rapport among the faculty, administrators, Resident Educator, and mentor teacher.
3. Meet with the Resident Educators and mentor teachers if needed.
4. Promote professionalism.
5. Verify the evaluation of the Resident Educator program.
6. Assign mentors to Resident Educators.
7. Release mentor teachers if necessary.

E. Role and Responsibilities of the Lead Mentor. (This position will be assigned by the Superintendent.)

1. Oversee the implementation and coordination of the Resident Educator Program at the district level.
2. Be sensitive to the needs of the Resident Educator, mentor teacher, and building administrator.
3. Promote a positive rapport among the administration, faculty, Resident Educator, and mentor teacher.
4. Disseminate information regarding district policies and procedures to the Resident Educator.
5. Participate in the training of mentors.
6. Participate in the orientation of Resident Educators.
7. Attend mentor staff development and planning meetings.
8. Conduct the evaluation of various aspects of the Resident Educator program.
9. Provide support for mentor teachers throughout the year.

10. Investigate situations where principals recommend that mentor be relieved from their assignment and make a recommendation to the Superintendent about the situation.
11. Notify the Resident Educator committee of investigations, reports, or inquiries about mentor assignment problems.

F. Composition, Role and Responsibilities of the Resident Educator Committee

1. The Resident Educator Program Committee shall consist of one teacher from each building, one elementary principal, one secondary principal, and the superintendent and his/her designee.
2. Review mentor applications.
3. Select mentors to be included in the program and submit those recommendations to the superintendent.
4. Notify those teachers who are selected to be mentors.
5. Notify those teacher applicants who are not selected for the mentor program.
6. Monitor the implementation of the Resident Educator program.
7. Make suggestions and corrective recommendations as appropriate to the superintendent when mentor assignment problems occur.
8. Participate in the yearly review of the Resident Educator program and make recommendations for revisions if necessary.

VI. Mentor Selection

Mentor teachers must have taught for three years in the Chippewa Local Schools. There is no requirement that the mentor has earned a Master's degree.

Mentors must have the knowledge, skills, attitudes, values, and professionalism for becoming a mentor. These will be the specific criteria for mentor selection:

A. Prerequisite Knowledge

1. A mentor needs to have a thorough understanding of learning theories, child growth and development, principles of learning, and student evaluation.
2. A mentor needs to have knowledge of the community and students at the Resident Educator's school, including any special need of those students.

3. A mentor should possess a clear understanding of school policies, procedures, routines, and the Master Contract.
4. A mentor needs a thorough understanding of the school's curriculum, courses of study, and competency-based education programs.
5. A mentor should have general knowledge in the Resident Educator's subject area(s), but is not always necessary for the Resident Educator's subject matter to be the mentor's major area of study.
6. A mentor needs to know what instructional resources are available to assist the Resident Educator.

B. Prerequisite Skills

1. A mentor should possess a wide variety of effective instructional skills.
2. A mentor must have good general communication skills while interacting with adults including being a good listener and being able to clearly express ideas and feelings.
3. A mentor should have a history of interacting and working well with others.
4. A mentor needs skills in planning, organizing, and managing work.
5. A mentor should be a good problem solver, able to define a problem, general alternatives for solving the problem, choosing the logical alternative and implement and evaluate the chosen solution.
6. A mentor must exhibit general leadership skills, even if not previously assigned to a formal leadership role.
7. Because a mentor will have to learn a wide variety of new knowledge and skills to match specific mentoring techniques to different individuals and situations, the mentor must possess high-level learning and thinking skills.

C. Prerequisite Attitudes, Values and Personal Characteristics

1. A primary characteristic for being a mentor is dedication to the teaching profession.
2. A mentor must have a concern for Resident Educators and be willing to expend time and energy in supporting their entry into the profession.
3. A mentor must demonstrate a reasonably high level of self-confidence in assuming the mentor role.

4. A mentor must have personal and professional respect for Resident Educators.
5. A mentor should be interested in facilitating rather than controlling.

D. Prerequisite Professionalism

1. A mentor should be able to demonstrate and communicate an awareness of issues that advance the stature of his/her teaching area as well as public education in general.
2. A mentor should be knowledgeable about sources of professional growth, such as college classes, organizations, programs, and workshops, for the Resident Educator.
3. A mentor must be able to either assist or give proper directions for assistance in matters involving rights and benefits arising from the employment and Master Contracts.
4. A mentor should maintain membership and activity in professional education organizations.

Mentor selection will proceed as follows:

1. All certified staff will be made aware of the program prior to mentor selection.
2. Any teacher can volunteer himself/herself to be a mentor.
3. The applicant teacher must submit three references to the Resident Educator committee on the Mentor Reference Form. One of these references must be the applicant's building principal.
4. Upon receiving the applications for mentors, the Resident Educator Committee will review the candidates and select potential mentors who will be recommended to the Superintendent.

VII. Mentor Training

All mentors will receive training prior to working with the Resident Educator and throughout the school year as necessary. All mentors shall be provided with State required mentor training. Mentors will be provided with an orientation to mentoring responsibilities and training in knowledge and skills necessary to perform mentoring responsibilities.

Training will be given to all mentor teachers in the following areas:

- A. Peer coaching and/or clinical supervision including effective conferencing.
- B. Skills of effective communications and problem-solving skills.
- C. Needs of the Resident Educator as an adult learner.
- D. Procedures of implementing a Resident Educator program.
- E. Roles and responsibilities of the Resident Educator participants:
  - 1. Mentor Teacher
  - 2. Resident Educator Teacher
  - 3. Building Principal
- F. Effective teaching with an emphasis on instructional and classroom skills.

#### VIII. Mentor Support

Supplemental pay for the mentors and lead mentor shall be issued at the rate established in the Negotiated Agreement. The Lead Mentor will be responsible for application of any funded amounts before payment is made.

#### IX. Mentor Assignment

From the pool of mentors selected by the selection committee, the Superintendent will assign a trained mentor teacher to each Resident Educator hired by the district. Assignments will only be in one-on-one teams, one mentor assigned to one Resident Educator for one school year.

In making these assignments the Superintendent will select mentors with the same certificate or job assignment as the Resident Educator, whenever possible. The mentor teacher will be selected from the same building as the Resident Educator, whenever possible. This is especially important at the elementary level. In the case of Resident Educator circuit teachers, it is important that the mentor is also a circuit teacher with the same certification, if possible.

If no mentor teachers with the appropriate certification are available within a building, the superintendent will assign a trained mentor from that building who has a different certification. If no mentor teachers are available in a particular building, the Superintendent will assign a trained mentor teacher from another building.

Six weeks after the beginning of the school year, the Resident Educator may request to the Superintendent the reassignment of mentors. The Superintendent will investigate the situation and will reassign the mentor if appropriate.

Mentors may also request reassignment to a different Resident Educator six weeks after the beginning of the school year. The Superintendent will investigate the situations and will reassign the Resident Educator if appropriate. If the mentor does not work an entire school year as a mentor, the supplemental pay will be prorated for the period of time actually worked.

In the event of illness or emergency during the school year that prevents the mentor from completing the year as a mentor, the Superintendent will assign another mentor to finish the year.

If a teacher, meeting the qualification for inclusion in the Resident Educator program, is hired during the school year, that Resident Educator will be assigned a mentor for the remainder of that school year.

X. Professional Development Activities for Resident Educators

Each Resident Educator will be given an initial orientation on the following matters:

- A. The pupils and community to be served.
- B. School policies, procedures, and routines.
- C. Courses of study, competency-based education programs, and responsibilities for lesson plans.
- D. The layout and facilities of the assigned school building or buildings.
- E. The nature of the Resident Educator program which will be provided.
- F. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
- G. Employment benefits.

Each Resident Educator will be provided with the following:

- A. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation.
- B. Assistance with management tasks identified as especially difficult for Resident Educators.
- C. Assistance in the improvement of instructional skills and classroom management.

- D. Assistance in using the procedures and forms necessary to acquire employment benefits.

In addition to observing, conferencing, general problem solving and suggestions for improvement, these specific topics are designated for professional development activities for Resident Educators:

#### AUGUST

Contract – Highlight major areas  
Tour of District Buildings  
Daily routine  
Supplies/Teaching materials accessibility  
Discipline Plan (Classroom, Building policies)  
Classroom Management Plan  
Open House  
Classroom party policy  
School policies (Handbook)  
Sub Packet  
Lesson Plans  
Staff meeting dates  
Early Release/Late Start  
Building Evacuation (Fire and Tornado)  
Dress Code  
Student medications  
Interim's

#### SEPTEMBER

Media Center/Library/Resources  
Technology Resources  
Course of Study  
Lesson Plans  
Building Committees  
Extra-Curricular Activities  
Data Collection  
Conferences/Workshops for Teachers  
Homework Policy  
Fair Days  
IAT  
IEP  
Parent Communications  
Testing (Schedule) – Proficiencies, IOWA  
Observations

#### OCTOBER

Discipline Update  
Purchase Orders  
IPDP/LPDC

Field Trips  
End of Trimester grading/procedures  
Grade Card Distribution  
Parent-Teacher Conferences  
Principal's Evaluation  
Observations

NOVEMBER

Classroom Management Update  
Handbook Update  
Phone Chain/Snow Days

DECEMBER

Reflections  
Stress Management  
Building Holiday plans  
Retention policy

JANUARY

Classroom Management Update  
Discipline Update  
Course of Study  
End of Semester

FEBRUARY

Parent-Teacher Conferences  
Observation of Mentor and Resident Educator  
Testing

MARCH

Classroom Management Update  
Building Evacuation review (Tornado)  
Letter of intent for next school year  
Possible observation

APRIL

End of year procedures  
Ordering for next year  
Goals for next year  
Possible observation

MAY

Last day of school  
End of year procedures  
Graduation  
Reflection on discipline plan  
Reflection on management plan

**ARTICLE XXV – LOCAL PROFESSIONAL DEVELOPMENT  
COMMITTEE/LICENSURE**

- A. **PURPOSE**– A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities.
- B. **TERM OF OFFICE** – The term of office for LPDC members shall be three (3) years, except the initial term shall be staggered (1 year, 2 years, and 3 years) to provide continuity.
- C. **COMMITTEE COMPOSITION AND SELECTION** –
1. The committee shall be comprised of five (5) members as follows:
    - a. Three (3) teachers appointed by Chippewa Education Association.
    - b. Two (2) persons appointed by the Superintendent, one of whom shall be a principal.
    - c. When an administrator’s license is being considered, a majority of the five-person committee shall be administrative. The third administrator shall be selected by the Superintendent.
  2. Vacancies arising during the term shall be filled in the same manner.
- D. **CHAIRPERSON** – The chairperson shall be determined by majority vote of the committee members.
- E. **DECISION MAKING** – A quorum of not less than three (3) members shall be required to make decision. Decisions shall be made by majority vote of the committee members.
- F. **TRAINING**
1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC’s. Training shall not occur at times when students are in attendance.
  2. LPDC members shall be reimbursed for all reasonable actual and necessary expenses incurred as part of the training.
- G. **MEETINGS AND COMPENSATION** – The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as needed.

1. Committee members shall be paid a supplemental contract equivalent to two percent (2%) of the BA-0 base salary.
- H. COMPATIBILITY – The LPDC shall not have any authority to revise, change or modify any article or section of this Negotiated Agreement, except as provided by O.R.C. §4117.10(C) or as provided by this Negotiated Agreement.
- I. SECRETARIAL SERVICES – Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid for by the Board working in collaboration with the Superintendent. The responsibility for keeping track of necessary requirements are that of the individual teacher or administrator whose license is being considered.
- J. EDUCATIONAL PLANS – Educational plans shall be submitted electronically to the LPDC for approval. If there are questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.
- K. APPEALS PROCESS – An educator is entitled by law to appeal an adverse decision by the LPDC. A three (3) person appellate panel composed of licensed educators will decide all appeals from a contested decision. The following procedure shall be followed in the event that a LPDC decision is appealed:
1. Notification of intent to appeal must be filed with the LPDC chairperson within ten (10) working days of the decision in question.
  2. The LPDC shall select a licensed educator within five (5) working days from the appeal notification date.
  3. The appealing educator shall select a licensed educator within five (5) working days from the appeal notification date.
  4. The third licensed educator shall be chosen by the above two (2) members within seven (7) working days of the appeal notification date.
  5. The appellate panel will meet with the appealing educator to review the plan in questions within ten (10) working days after the appellate panel has been formed. The chairperson of the LPDC will supply the appellate panel with all information and documentation necessary to consider the appeal. A majority vote will determine the outcome of the appeal. The decision of the appellate panel is final.
- L. RECIPROCITY – New hires who hold a certificate/license issued by the ODE and who have coursework/activities applicable to their current renewal cycle which were approved by their prior district's LPDC shall have completed coursework/activities approved by the Chippewa LPDC. Remaining hours shall be subject to the normal LPDC process.

**ARTICLE XXVI – EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL**

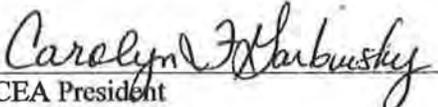
- A. The Board of Education may consider employment of a previously retired applicant to fill any certified vacancy.
- B. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and requests to return under provisions of the Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
- C. For purposes of salary schedule placement, a previously retired teacher will be granted a maximum of ten (10) years' service credit upon initial employment. A previously retired teacher may not advance beyond step 10 on the district salary schedule. Previously retired teachers will be credited with all earned training/education for purposes of salary schedule placement.
- D. Previously retired teachers will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. Previously retired teachers may be reemployed from year to year under limitations described in this paragraph, with Board approval, but shall not be eligible for multi year contracts or continuing contract status.
- E. Previously retired teachers will not accrue seniority.
- F. Previously retired teachers shall not be eligible to participate in contractual retirement incentive programs, if any, or for severance pay upon separation from employment.
- G. Previously retired teachers shall be eligible to participate in the district's single coverage hospitalization, dental or other health care programs offered to employees when the previously retired teacher is ineligible for health insurance through STRS. If ineligible for STRS coverage, the previously retired teacher may participate in family coverage at his/her own expense, paying the difference in the premium rate for single and family coverage.
- H. Previously retired teachers shall be entitled to all other contract benefits available to bargaining unit members unless limited by specific provisions of this article.

## ARTICLE XXVII – DURATION, INTENT, AND SIGNATURES

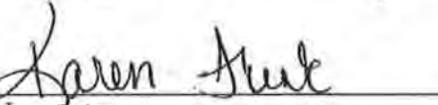
- A. This Agreement is made and entered into this 17<sup>th</sup> of August, 2014, by and between the Board on behalf of the Board and Administration and the Association on behalf of themselves and all certified contract teachers. All parties agree to comply with the provisions of this Agreement.
- B. Both the Board and Association have accepted and ratified this agreement witnessed by their representatives whose signatures appear below.
- C. This Agreement is the total negotiated Agreement between the Board and the Association. If there is any conflict between this Agreement and any policy or practice, this Agreement shall be controlling. Should any provision of this Agreement be found contrary to O.R.C., the parties shall meet within ten (10) working days of a request by either party to determine the extent and reword the section of the Agreement, if any, found to be contrary to law. Regardless, the remaining sections of the Agreement shall remain in effect.
- D. All policies, rules, or regulations not changed by this Agreement that are, by law, mandatory subjects of bargaining shall remain as is for the duration of this Agreement unless mutually changed by the parties to this Agreement.
- E. The execution of this Agreement constitutes a legal and binding document on both parties and may not be changed, altered, or modified by either party unless done in accordance with this Agreement.
- F. This Agreement replaces all previously negotiated Agreements and shall represent all employee rights, privileges, and benefits granted by the employer to his employees and unless specifically set forth in this Agreement, all practices and benefits previously granted are no longer in effect.
- G. “Day” as used in this Agreement shall mean calendar day, but shall not include any Saturday, Sunday, or holiday unless otherwise indicated herein.
- H. This agreement is effective July 1, 2014, through June 30, 2017.

1. The parties have authorized their representatives to sign below.

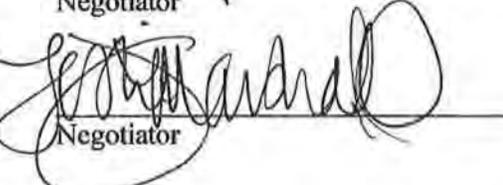
For the Association

  
CEA President

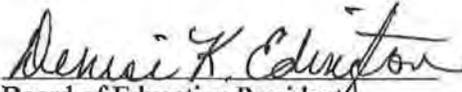
  
Negotiator

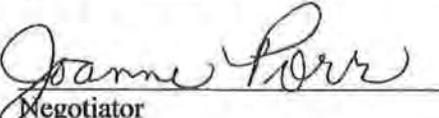
  
Negotiator

  
Negotiator

  
Negotiator

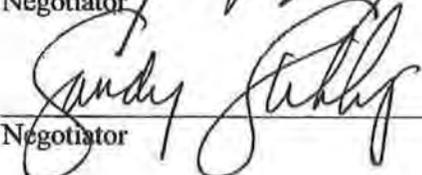
For the Board of Education

  
Board of Education President

  
Negotiator

  
Negotiator

  
Negotiator

  
Negotiator

APPENDIX A

CHIPPEWA LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL \_\_\_\_\_

Name \_\_\_\_\_ Building \_\_\_\_\_

Specific item alleged violated, misinterpreted and/or misapplied:

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

Statement of Grievance: \_\_\_\_\_

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

Remedy Requests:

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

\_\_\_\_\_  
Signature of aggrieved

\_\_\_\_\_  
Date filed at this level

Disposition rendered: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of person rendering disposition

\_\_\_\_\_  
Date

(Attach additional pages as necessary to complete any section)

**CHIPPEWA LOCAL SCHOOL DISTRICT  
PROBATIONARY TEACHER OBSERVATION FORM**

Teacher's Name: \_\_\_\_\_  
 Assignment: \_\_\_\_\_  
 Date of Observation: \_\_\_\_\_

School: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_  
 Time: \_\_\_\_\_ to: \_\_\_\_\_

Rating Scale:     D   - Excellent/Distinguished  
                       P   - Proficient  
                       NI  - Needs Improvement  
                       U   - Unsatisfactory  
                       NO  - Not Observed  
                       NA  - Not Applicable

Domain 1:        Planning and Preparation  
                   -     1a.        Knowledge of Content and Pedagogy  
                   -     1b.        Demonstrating Knowledge of Students  
                   -     1c.        Selecting Instructional Goals  
                   -     1d.        Demonstrating Knowledge of Resources  
                   -     1e.        Designing Coherent Instruction  
                   -     1f.        Assessing Student Learning

Comments: \_\_\_\_\_

Domain 2:        The Classroom Environment  
                   -     2a.        Creating an Environment of Respect and Rapport  
                   -     2b.        Establishing a Culture for Learning  
                   -     2c.        Managing Classroom Procedures  
                   -     2d.        Managing Student Behavior  
                   -     2e.        Organizing Physical Space

Comments: \_\_\_\_\_

Domain 3:        Instruction  
                   -     3a.        Communicating Clearly and Accurately  
                   -     3b.        Using Questioning and Discussion Techniques  
                   -     3c.        Engaging Students in Learning  
                   -     3d.        Providing Feedback to Students  
                   -     3e.        Demonstrating Flexibility and Responsiveness

Comments: \_\_\_\_\_

- Domain 4: Professional Responsibilities
- 4a. Reflecting on Teaching
  - 4b. Maintaining Accurate Records
  - 4c. Communicating with Families
  - 4d. Contributing to the School and District
  - 4e. Growing and Developing Professionally
  - 4f. Showing Professionalism

Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_

\_\_\_\_\_ Date

Note: An attachment may be submitted by the teacher responding to this observation or any part or item therein.

Teacher Response Attached       Yes       No

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_ Date

Note: Signing by the teacher acknowledges receipt of the observation and that a conference took place and not necessarily agreement with the contents of the evaluation.

Note: Additional pages may be attached.

**CHIPPEWA LOCAL SCHOOL DISTRICT  
PROBATIONARY TEACHER EVALUATION FORM**

Teacher's Name: \_\_\_\_\_

School: \_\_\_\_\_

Assignment: \_\_\_\_\_

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

Date of Evaluation: \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_

Rating Scale:     D   - Excellent/Distinguished  
                       P   - Proficient  
                       NI  - Needs Improvement  
                       U   - Unsatisfactory  
                       NO  - Not Observed  
                       NA  - Not Applicable

Domain 1:            Planning and Preparation

—            1a.            Knowledge of Content and Pedagogy  
 —            1b.            Demonstrating Knowledge of Students  
 —            1c.            Selecting Instructional Goals  
 —            1d.            Demonstrating Knowledge of Resources  
 —            1e.            Designing Coherent Instruction  
 —            1f.            Assessing Student Learning

Comments: \_\_\_\_\_

Domain 2:            The Classroom Environment

—            2a.            Creating an Environment of Respect and Rapport  
 —            2b.            Establishing a Culture for Learning  
 —            2c.            Managing Classroom Procedures  
 —            2d.            Managing Student Behavior  
 —            2e.            Organizing Physical Space

Comments: \_\_\_\_\_

Domain 3:            Instruction

—            3a.            Communicating Clearly and Accurately  
 —            3b.            Using Questioning and Discussion Techniques  
 —            3c.            Engaging Students in Learning  
 —            3d.            Providing Feedback to Students  
 —            3e.            Demonstrating Flexibility and Responsiveness

Comments: \_\_\_\_\_

- Domain 4: Professional Responsibilities
- 4a. Reflecting on Teaching
  - 4b. Maintaining Accurate Records
  - 4c. Communicating with Families
  - 4d. Contributing to the School and District
  - 4e. Growing and Developing Professionally
  - 4f. Showing Professionalism

Comments: \_\_\_\_\_

Other's Comments: \_\_\_\_\_

Formal Observation Dates (minimum of 2)	_____	_____	_____	_____	_____	_____
Post-evaluation Conference Date	_____					

Evaluator's Signature \_\_\_\_\_

\_\_\_\_\_ Date

Note: An attachment may be submitted by the teacher responding to this observation or any part or item therein.

Teacher Response Attached  Yes  No

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_ Date

Note: Signing by the teacher acknowledges receipt of the observation and that a conference took place and not necessarily agreement with the contents of the evaluation.

Note: Additional pages may be attached.

**CHIPPEWA LOCAL SCHOOL DISTRICT**  
**NON-PROBATIONARY TEACHER OBSERVATION FORM**

Teacher's Name: \_\_\_\_\_

School: \_\_\_\_\_

Assignment: \_\_\_\_\_

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

Date of Observation: \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_

Rating Scale:     D   - Excellent/Distinguished  
                   P   - Proficient  
                   U   - Unsatisfactory  
                   NO  - Not Observed  
                   NA  - Not Applicable

Domain 1:            Planning and Preparation

- 1a.            Knowledge of Content and Pedagogy
- 1b.            Demonstrating Knowledge of Students
- 1c.            Selecting Instructional Goals
- 1d.            Demonstrating Knowledge of Resources
- 1e.            Designing Coherent Instruction
- 1f.            Assessing Student Learning

Comments: \_\_\_\_\_

Domain 2:            The Classroom Environment

- 2a.            Creating an Environment of Respect and Rapport
- 2b.            Establishing a Culture for Learning
- 2c.            Managing Classroom Procedures
- 2d.            Managing Student Behavior
- 2e.            Organizing Physical Space

Comments: \_\_\_\_\_

Domain 3:            Instruction

- 3a.            Communicating Clearly and Accurately
- 3b.            Using Questioning and Discussion Techniques
- 3c.            Engaging Students in Learning
- 3d.            Providing Feedback to Students
- 3e.            Demonstrating Flexibility and Responsiveness

Comments: \_\_\_\_\_

Domain 4:            Professional Responsibilities

- 4a.            Reflecting on Teaching
- 4b.            Maintaining Accurate Records
- 4c.            Communicating with Families
- 4d.            Contributing to the School and District
- 4e.            Growing and Developing Professionally
- 4f.            Showing Professionalism

Comments: \_\_\_\_\_

Other Comments: \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_

\_\_\_\_\_ Date

Note: An attachment may be submitted by the teacher responding to this observation or any part or item therein.

Teacher Response Attached       Yes       No

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_ Date

Note: Signing by the teacher acknowledges receipt of the observation and that a conference took place and not necessarily agreement with the contents of the evaluation.

Note: Additional pages may be attached.

**CHIPPEWA LOCAL SCHOOL DISTRICT  
NON-PROBATIONARY TEACHER EVALUATION FORM**

Teacher's Name: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Date of Evaluation: \_\_\_\_\_

School: \_\_\_\_\_  
Evaluator: \_\_\_\_\_  
Time: \_\_\_\_\_ to: \_\_\_\_\_

Rating Scale:     D   - Excellent/Distinguished  
                      P   - Proficient  
                      U   - Unsatisfactory  
                      NO  - Not Observed  
                      NA  - Not Applicable

Domain 1:            Planning and Preparation  
                      -     1a.            Knowledge of Content and Pedagogy  
                      -     1b.            Demonstrating Knowledge of Students  
                      -     1c.            Selecting Instructional Goals  
                      -     1d.            Demonstrating Knowledge of Resources  
                      -     1e.            Designing Coherent Instruction  
                      -     1f.            Assessing Student Learning

Comments: \_\_\_\_\_

Domain 2:            The Classroom Environment  
                      -     2a.            Creating an Environment of Respect and Rapport  
                      -     2b.            Establishing a Culture for Learning  
                      -     2c.            Managing Classroom Procedures  
                      -     2d.            Managing Student Behavior  
                      -     2e.            Organizing Physical Space

Comments: \_\_\_\_\_

Domain 3:            Instruction  
                      -     3a.            Communicating Clearly and Accurately  
                      -     3b.            Using Questioning and Discussion Techniques  
                      -     3c.            Engaging Students in Learning  
                      -     3d.            Providing Feedback to Students  
                      -     3e.            Demonstrating Flexibility and Responsiveness

Comments: \_\_\_\_\_

Domain 4:            Professional Responsibilities  
                      -     4a.            Reflecting on Teaching  
                      -     4b.            Maintaining Accurate Records  
                      -     4c.            Communicating with Families  
                      -     4d.            Contributing to the School and District  
                      -     4e.            Growing and Developing Professionally  
                      -     4f.            Showing Professionalism

Comments: \_\_\_\_\_

Other's Comments: \_\_\_\_\_

Formal Observation Dates (minimum of 2)	_____	_____	_____	_____	_____	_____
Post-evaluation Conference Date	_____					

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: An attachment may be submitted by the teacher responding to this observation or any part or item therein.

Teacher Response Attached  Yes  No

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: Signing by the teacher acknowledges receipt of the observation and that a conference took place and not necessarily agreement with the contents of the evaluation.

Note: Additional pages may be attached.

CHIPPEWA LOCAL SCHOOL DISTRICT  
LIMITED TEACHING CONTRACT

- |                                  |   |
|----------------------------------|---|
| 1. Teacher's Name:               | 4. School year(s) Covered by this Contract: |
| 2. Employment Resolution         | 5. Salary/Rate per School Year:             |
| 3. Effective Date of Employment: | 6. Date of Board of Education Signature:    |

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the Chippewa Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the teacher does of have continuing service status in the Chippewa Local School District and the teacher has been recommended for employment or re-employment under a limited contract of employment by the Superintendent of Schools, and the Board of Education has approved such recommendation; and

WHEREAS, the teacher has been notified, as required by O.R.C. §3307.58, of his or her duties and obligations under O.R.C. Chapter 3307, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the Chippewa Local School District for the school year(s) set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended, and that the teacher accepts the provisions of the law pertaining to the State Teachers Retirement System as a part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the teacher agrees to abide by rules and regulations adopted by the Board of Education for the governance of its employees, to teach annually the number of school days prescribed by the Board of Education, and to perform such duties as have in the past been performed by teachers in the Chippewa Local School District and as shall be directed and assigned by the Superintendent of Schools pursuant to O.R.C. 3319.01.

APPENDIX D

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted, and, if this limited contract is for a term longer than one school year, for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law, notice of which shall be given to the teacher as provided by O.R.C. §3319.12, or provisions hereafter amendatory or supplementary thereto.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand, on the date set forth in Block No. 6, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE  
CHIPPEWA LOCAL SCHOOL DISTRICT

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 6, to the Superintendent of Schools.

CHIPPEWA LOCAL SCHOOL DISTRICT  
CONTINUING TEACHING CONTRACT

- |                                  |   |
|----------------------------------|---|
| 1. Teacher's Name:               | 4. School year(s) Covered by this Contract: |
| 2. Employment Resolution Date:   | 5. Salary/Rate per School year:             |
| 3. Effective Date of Employment: | 6. Date of Board of Education Signature:    |

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the Chippewa Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the teacher qualifies for continuing service status in the school district under O.R.C. §3319.11; and

WHEREAS, the teacher has been recommended for employment or re-employment by the Superintendent of Schools, and the Board of Education has approved such recommendation; and

WHEREAS, the teacher has been notified, as required by O.R.C. §3307.58, of his or her duties and obligations under O.R.C. Chapter 3307, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the Chippewa Local School District until, in accordance with law, the teacher resigns, elects to retire, is retired, or until, as provided by law, this contract is terminated or suspended, and that the teacher accepts the provisions of the law pertaining to the State Teachers Retirement System as a part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the teacher agrees to abide by rules and regulations adopted by the Board of Education for the governance of its employees, to teach annually the number of school days prescribed by the Board of Education, and to perform such duties as have in the past been performed by teachers in the school district and as shall be directed and assigned by the Superintendent of Schools pursuant to O.R.C. 3319.01.

APPENDIX E

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted, and for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law, notice of which shall be given to the teacher as provided by O.R.C. §3319.12, or provisions hereafter amendatory or supplementary thereto.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand, on the date set forth in Block No. 6, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE  
CHIPPEWA LOCAL SCHOOL DISTRICT

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 6, to the Superintendent of Schools.

CHIPPEWA LOCAL SCHOOL DISTRICT  
SUPPLEMENTAL TEACHING CONTRACT

- |                                  |  |
|----------------------------------|--|
| 1. Teacher's Name:               | 5. Supplemental Duty Position:                       |
| 2. Employment Resolution Date:   | 6. Salary/Rate per School Year:                      |
| 3. Effective Date of Employment: | 7. Contract Termination Date:                        |
| 4. School year(s):               | 8. Date of Board of Education<br>Contract Signature: |

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the Chippewa Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the Board of Education has determined it necessary to provide the services herein set forth, has accepted the recommendation of the Superintendent of Schools of the Chippewa Local School District that the teacher be engaged to perform said services, and has authorized this contract; and

WHEREAS, said services are in addition to the teacher's regular duties as a teacher in the Chippewa Local School District.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the Chippewa Local School District for the school year(s) hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the teacher in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law is terminated or suspended, to serve in the position hereinabove set forth in Block No. 5, and that the teacher's duties in said position shall be directed and assigned by the Superintendent pursuant to O.R.C. §3319.01.

IT IS FURTHER MUTUALLY AGREED that the Board agrees to pay the teacher at the rate set forth in Block No. 6, per school year, payable as provided by resolution of the Board of Education duly adopted.

IT IS FURTHER MUTUALLY AGREED that the teacher's obligation to perform the services and duties provided for herein, and the Board of Education's obligation to accept the teacher's performance of such services and duties shall terminate on the date hereinabove set forth in Block No. 7, and the Board of Education shall not be obligated to compensate the teacher for any such duties performed after said date.

APPENDIX F

IT IS FURTHER MUTUALLY AGREED that if the activity for which this supplemental teaching contract is issued is canceled for any reason, including lack of funding or lack of student participation, then at the option of the Board this supplemental contract may be terminated by giving written notice of termination to the teacher.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand on the date set forth in Block No. 8, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE  
CHIPPEWA LOCAL SCHOOL DISTRICT

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 8, to the Superintendent of Schools.

CHIPPEWA LOCAL SCHOOL DISTRICT  
CERTIFIED SALARY NOTICE

Board Meeting Date: \_\_\_\_\_

TO: \_\_\_\_\_

S.S.# \_\_\_\_\_

You are hereby notified that your salary for the \_\_\_\_\_ school year will be:

STEP: \_\_\_\_\_

_____	DAYS @	_____	=	_____
_____	DAYS @	_____	=	_____

REG. SALARY TOTAL: \_\_\_\_\_

PLUS BOARD PAID BENEFITS:

Retirements @ _____	_____
Hospitalization	_____
Life Insurance	_____
Dental Insurance	_____
Medicare @ _____	_____
(hired after 3/1/86)	

Total Board Paid Benefits: \_\_\_\_\_

GRAND TOTAL REG. SALARY &  
BOARD PAID BENEFITS: \_\_\_\_\_ \*

\*Does not include Board cost of other benefits such as sick days, personal days, jury duty days, calamity days, mileage, tuition reimbursement for certified employees, uniform allowance for some classified employees, and other miscellaneous items.

\_\_\_\_\_  
Treasurer  
Chippewa Local Board of Education

CHIPPEWA LOCAL SCHOOL DISTRICT  
COVER CLASS PAY REIMBURSEMENT FORM

Name \_\_\_\_\_ Building \_\_\_\_\_

THIS IS TO CERTIFY THAT I COVERED (SPLIT) THE CLASS OF \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_ for the \_\_\_\_\_  
Teacher Date Period (Time)

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

NOTE: REIMBURSEMENT IS ONLY AT THE END OF  
THE SEMESTER OR THE END OF THE YEAR

CHIPPEWA LOCAL SCHOOL DISTRICT  
NOTIFICATION OF USE OF PERSONAL LEAVE

NAME \_\_\_\_\_

BUILDING \_\_\_\_\_

I HEREBY NOTIFY THE SUPERINTENDENT OF MY INTENT TO USE PERSONAL LEAVE ON \_\_\_\_\_ FOR THE REASON CHECKED BELOW:  
(Dates)

- \_\_\_\_\_ 1. Personal business which cannot be conducted except during school hours.
- \_\_\_\_\_ 2. To extend a holiday vacation, midterm recess, semester break period or on the first or last day of school (with Superintendent's approval).
- \_\_\_\_\_ 3. Emergency situation \_\_\_\_\_
- \_\_\_\_\_ 4. Last four weeks of school (with Superintendent's approval).

A substitute will be needed: YES \_\_\_\_\_ NO \_\_\_\_\_

ALL DAY \_\_\_\_\_ A.M. ONLY \_\_\_\_\_ P.M. ONLY \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Employee

SIGNATURE \_\_\_\_\_  
Superintendent

NOTIFICATION \_\_\_\_\_  
Date

RECEIPT \_\_\_\_\_  
Date

SIGNATURE \_\_\_\_\_  
Principal

## Domain 1 – Planning &amp; Preparation – Probationary

Domain 1 Planning & Preparation	Levels of Performance			
	U: Unsatisfactory	NI: Needs Improvement	P: Proficient	D: Excellent/Distinguished
<b>1a: Knowledge of Content and Pedagogy</b> <ul style="list-style-type: none"> <li>Knowledge of content</li> <li>Knowledge of prerequisite relationships</li> <li>Knowledge of content related pedagogy</li> </ul>	<ul style="list-style-type: none"> <li>Displays little understanding of the subject or structure of discipline or of content-related pedagogy.</li> </ul>	<ul style="list-style-type: none"> <li>Represents basic understanding of content and pedagogy, but does not extend to prerequisite relationships, connections with other disciplines, or possible student misconceptions.</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines, and anticipates possible student misconceptions.</li> <li>Instructional practices reflect acceptable or reliable pedagogical knowledge.</li> </ul>	<ul style="list-style-type: none"> <li>Displays understanding of content and pedagogy that is extensive, showing evidence of a continuing search for improved practice.</li> <li>Actively builds on knowledge of prerequisites and misconceptions when planning instruction or seeking causes for student understanding.</li> </ul>
<b>1b: Demonstrating Knowledge of Students</b> <ul style="list-style-type: none"> <li>Knowledge of characteristics (intellectual, social and emotional) of age group</li> <li>Knowledge of students' varied approaches to learning</li> <li>Knowledge of students' skills &amp; knowledge</li> <li>Knowledge of students' cultural heritage</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates little or no knowledge of students' backgrounds, skills, abilities or interests.</li> <li>Does not use such information in planning.</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates partial knowledge of students' backgrounds, skills, interests and abilities.</li> <li>Attempts to use this knowledge in planning for class as a whole.</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates some knowledge of students' backgrounds, skills, interests and abilities.</li> <li>Uses this knowledge to plan for a class as a whole and for groups of students.</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates thorough knowledge of students' backgrounds, skills, interests and abilities.</li> <li>Uses this knowledge to plan for individual student learning.</li> </ul>
<b>1c: Selecting Instructional Goals</b> <ul style="list-style-type: none"> <li>Value</li> <li>Clarity</li> <li>Suitability for diverse students</li> <li>Balance</li> </ul>	<ul style="list-style-type: none"> <li>Goals are of limited value and poorly linked to district standards.</li> <li>Goals provide no or few opportunities for integration.</li> <li>Goals do not permit viable methods of assessments.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are of moderate value and are loosely related to district curriculum standards.</li> <li>Goals are suitable for most students in the class, but no adaptations are made.</li> <li>Goals permit viable methods of assessment.</li> </ul>	<ul style="list-style-type: none"> <li>Goals represent valuable learning linked to district curriculum standards.</li> <li>Goals are suitable for most students in the class; some adaptations made.</li> <li>Goals reflect opportunities for integration and permit viable methods of assessments.</li> </ul>	<ul style="list-style-type: none"> <li>Goals reflect high-level learning related to district curriculum standards.</li> <li>Goals are adapted where necessary to the needs of individual students.</li> <li>Goals permit viable methods of assessment.</li> </ul>
<b>1d: Demonstrating Knowledge of Resources</b> <ul style="list-style-type: none"> <li>Resources for teaching</li> <li>Resources for students</li> </ul>	<ul style="list-style-type: none"> <li>Makes no effort to locate resources available either for teaching or for students who need them.</li> </ul>	<ul style="list-style-type: none"> <li>Displays limited knowledge of resources available either for teaching or for students who need them.</li> </ul>	<ul style="list-style-type: none"> <li>Fully aware of resources available for teaching.</li> <li>Gains access to school and district resources for students when needed.</li> </ul>	<ul style="list-style-type: none"> <li>Seeks out resources for teaching in professional organizations and in the community.</li> <li>Uses resources available for students who need them in the school, the district, and the larger community.</li> </ul>
<b>1e: Designing Coherent Instruction</b> <ul style="list-style-type: none"> <li>Learning activities</li> <li>Instructional materials and resources</li> <li>Instructional groups</li> <li>Lesson and unit structure</li> </ul>	<ul style="list-style-type: none"> <li>Elements of design do not support the stated instructional goals or engage students in meaningful learning.</li> <li>Lesson/unit has no defined structure.</li> <li>Long range planning is not evident.</li> </ul>	<ul style="list-style-type: none"> <li>Most elements of instructional design support the goals and engage the students in learning.</li> <li>Lesson/ unit and long range planning has a recognizable structure that aligns with district standards.</li> </ul>	<ul style="list-style-type: none"> <li>Elements of the instructional design support the stated goals and engage the students in meaningful learning.</li> <li>Lesson/ unit and long-range plans have a clearly defined structure that aligns with district standards.</li> </ul>	<ul style="list-style-type: none"> <li>All elements of instructional design support the stated goals, engage students in meaningful learning and show evidence of student input.</li> <li>Lessons/ unit and long-range plans are highly coherent and have a clear structure that aligns with district standards.</li> </ul>
<b>1f: Assessing Student Learning</b> <ul style="list-style-type: none"> <li>Congruence with instructional goals</li> <li>Criteria and standards</li> <li>Use of data for planning</li> <li>Timely</li> </ul>	<ul style="list-style-type: none"> <li>Approach to assessing student learning contains no clear criteria or standards and lacks congruence with instructional goals.</li> <li>Plans to use assessment data in designing future instruction are not in evidence.</li> <li>Planning for formative assessment with instructional feedback to students is not evident.</li> </ul>	<ul style="list-style-type: none"> <li>Partially aligned with the goals and usually includes criteria and standards that are clear and understood by students.</li> <li>Use of assessment data to plan for future instruction for the class as a whole is in evidence.</li> <li>Planning for formative assessment with instructional feedback to students is minimal.</li> </ul>	<ul style="list-style-type: none"> <li>Aligned with the goals and clear assessment criteria and standards have been communicated to students.</li> <li>Use of assessment data to plan for future instruction for groups of students or individuals is in evidence.</li> <li>Assessment with timely feedback is integrated into instruction throughout the unit.</li> </ul>	<ul style="list-style-type: none"> <li>Fully aligned with the instructional goals, with clear assessment criteria and standards that are not only understood by students but also show evidence of student participation in their development.</li> <li>Evidence of engaging students in monitoring their own progress goals.</li> <li>Use of assessment data to plan for future instruction for groups of students or individuals is in evidence.</li> <li>Assessment with timely feedback is integrated into instruction throughout the unit.</li> </ul>

## Domain 2 – The Classroom Environment - Probationary

Domain 2 The Classroom Environment	Levels of Performance			
	U: Unsatisfactory	NI: Needs Improvement	P: Proficient	D: Excellent/Distinguished
<b>2a: Creating an Environment of Respect and Rapport</b> <ul style="list-style-type: none"> <li>Teacher Interaction with students</li> <li>Student Interaction</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students are negative, demeaning, sarcastic, or inappropriate.</li> <li>Student interactions are characterized by conflict, sarcasm, or put-downs.</li> <li>Teacher ignores or does not address student disrespect.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students are generally appropriate, free from conflict.</li> <li>Displays of insensitivity to students are rare.</li> <li>Teacher recognizes and addresses student disrespect.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students reflect warmth, caring, and are generally respectful of cultural and developmental differences among students.</li> <li>Student interactions are generally polite and respectful.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students are highly respectful and reflect genuine warmth and caring toward individuals.</li> <li>Students themselves monitor interactions to ensure high levels of civility.</li> <li>Teacher and students encourage mutual respect.</li> </ul>
<b>2b: Establishing a Culture for Learning</b> <ul style="list-style-type: none"> <li>Importance of the content</li> <li>Student pride in work</li> <li>Expectations for learning and achievement</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom, there is low teacher commitment to the subject and low expectations for student achievement.</li> <li>There is little student pride in work.</li> <li>There are few, if any, opportunities for students to be active participants in learning.</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom, there is minimal teacher commitment to the subject and minimal or inconsistent expectations for student achievement.</li> <li>There is usually evidence of students' pride in work.</li> <li>There are some opportunities for students to be active participants in learning.</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom there is genuine enthusiasm and consistent commitment for the subject by both teacher and students.</li> <li>There are high expectations for student achievement and consistent evidence of student pride in their work.</li> <li>There are many opportunities for students to be active participants in the learning.</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom, there is a passionate commitment to the subject and its value is important to teacher and students alike.</li> <li>There are high expectations for the learning of all students.</li> <li>Student responsibility in establishing a culture for learning is in evidence as students take pride in their work, initiate improvements to their products, and hold their work to the highest standard.</li> </ul>
<b>2c: Managing Classroom Procedures</b> <ul style="list-style-type: none"> <li>Management of instructional groups, transitions, materials, and supplies</li> <li>Performance of non-instructional duties</li> <li>Utilization of volunteers and paraprofessionals</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's classroom routines and procedures are nonexistent, and/or inefficient.</li> <li>Loss of instructional time is excessive or detrimental to student learning.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's classroom routines and procedures are established, but function unevenly or inconsistently.</li> <li>There is loss of instructional time.</li> <li>Instructional groups are partially organized resulting in some off-task behaviors.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's classroom routines and procedures are established and function smoothly.</li> <li>There is little loss of instructional time.</li> <li>Instructional groups are organized, resulting in student engagement at all times.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher's classroom routines and procedures are seamless in their operation and students assume considerable responsibility for their smooth functioning.</li> <li>Instructional groups assume responsibility for productivity and are engaged at all times.</li> </ul>
<b>2d: Managing Student Behavior</b> <ul style="list-style-type: none"> <li>Expectations</li> <li>Monitoring of student behavior</li> <li>Response to student misbehavior</li> </ul>	<ul style="list-style-type: none"> <li>Student behavior in the classroom is poor, with no clear expectations.</li> <li>Student behavior is not monitored, or responded to, or the response is inappropriate.</li> </ul>	<ul style="list-style-type: none"> <li>The teacher has made an effort to establish standards of conduct for students.</li> <li>The teacher monitors student behavior and responds to student misbehavior; however, these efforts are not always successful.</li> </ul>	<ul style="list-style-type: none"> <li>The teacher is aware of student behavior at all times and has established clear standards of conduct.</li> <li>The teacher responds to misbehaviors in ways that are appropriate and respectful of the students.</li> </ul>	<ul style="list-style-type: none"> <li>The teacher's monitoring of student behavior is subtle and preventive.</li> <li>The teacher's response to student behavior is sensitive to individual student needs.</li> <li>The students' behavior is entirely appropriate and shows evidence of students' participation in setting expectations and monitoring behaviors.</li> </ul>
<b>2e: Organizing Physical Space</b> <ul style="list-style-type: none"> <li>Safety and arrangement of furniture</li> <li>Accessibility to learning and use of physical resources</li> </ul>	<ul style="list-style-type: none"> <li>The teacher makes poor use of the physical environment resulting in unsafe and/or disorganized conditions.</li> <li>There are inaccessible learning conditions for some students.</li> </ul>	<ul style="list-style-type: none"> <li>The teacher's classroom is safe and allows essential learning to be accessible to all students.</li> </ul>	<ul style="list-style-type: none"> <li>The teacher's classroom is safe and permits accessible learning to all students.</li> <li>The teacher uses physical resources well.</li> </ul>	<ul style="list-style-type: none"> <li>The teacher's classroom is safe and encourages students to contribute to the safety of the physical environment.</li> <li>Both teacher and students use physical resources optimally, ensuring that learning is accessible to all.</li> </ul>

### Domain 3 – Instruction – Probationary

Domain 3 Instruction	Levels of Performance			
	U: Unsatisfactory	NI: Needs Improvement	P: Proficient	D: Excellent/Distinguished
<b>3a: Communicating Clearly and Accurately</b> <ul style="list-style-type: none"> <li>• Directions and procedures</li> <li>• Oral and written language</li> <li>• Learning Goals</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals contain errors, or are unclear/ inappropriate.</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals contain no errors.</li> <li>• May not be expressed at an appropriate level of difficulty causing some student confusion.</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals are clear and accurate.</li> <li>• Use of vocabulary and level of detail are appropriate to students.</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals are clear and expressive.</li> <li>• Possible student misconceptions are anticipated.</li> </ul>
<b>3b: Using Questioning and Discussion Techniques</b> <ul style="list-style-type: none"> <li>• Quality of questions</li> <li>• Discussion techniques</li> <li>• Student participation and discussion</li> </ul>	<ul style="list-style-type: none"> <li>• Use of questioning is limited to low level, literal responses.</li> <li>• Discussion is predominantly recitation.</li> <li>• Only a few students participate.</li> <li>• Adequate wait time is not given.</li> </ul>	<ul style="list-style-type: none"> <li>• Use of questioning is a combination of low and high quality.</li> <li>• Attempts to engage students in discussion yield uneven results and limited success.</li> </ul>	<ul style="list-style-type: none"> <li>• Use of questioning and discussion techniques reflects all levels of questioning.</li> <li>• True discussion and full participation by all students is evident.</li> </ul>	<ul style="list-style-type: none"> <li>• Questions are of uniformly high quality.</li> <li>• Adequate time is allowed for student responses.</li> <li>• Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.</li> </ul>
<b>3c: Engaging Students in Learning</b> <ul style="list-style-type: none"> <li>• Representation of content</li> <li>• Activities and assignments</li> <li>• Grouping of students</li> <li>• Instructional materials and resources</li> <li>• Structure and pacing</li> </ul>	<ul style="list-style-type: none"> <li>• Students are not engaged in significant learning resulting from:                             <ul style="list-style-type: none"> <li>*Inappropriate activities or materials,</li> <li>*Poor representation of content,</li> <li>*Grouping of students, or</li> <li>*Lack of lesson structure, poor pacing, or lack of closure.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Students are engaged only partially in significant learning, resulting from:                             <ul style="list-style-type: none"> <li>*Activities or materials of uneven quality,</li> <li>*Inconsistent representations of content,</li> <li>*Grouping of students, or</li> <li>*Uneven structure, pacing, or closure.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Students are engaged in significant learning throughout the lesson with:                             <ul style="list-style-type: none"> <li>*Appropriate activities and materials,</li> <li>*Instructive representations of content,</li> <li>*Grouping of students, and</li> <li>*Suitable structure, pacing, and closure of the lesson.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Students are engaged in significant learning throughout the lesson with:                             <ul style="list-style-type: none"> <li>*Student contributions,</li> <li>*Appropriate activities and materials,</li> <li>*Instructive representation of content,</li> <li>*Grouping of students, and</li> <li>*Suitable structure, pacing, and closure allowing for reflection.</li> </ul> </li> </ul>
<b>3d: Providing Feedback to Students</b> <ul style="list-style-type: none"> <li>• Quality, accurate, substantive, constructive, and specific</li> <li>• Timeliness</li> </ul>	<ul style="list-style-type: none"> <li>• Provides students with poor quality or limited feedback that is given in an untimely manner.</li> </ul>	<ul style="list-style-type: none"> <li>• Provides students with feedback that is uneven in quality and content, and may not be timely.</li> </ul>	<ul style="list-style-type: none"> <li>• Provides students with consistently high quality, specific and timely feedback.</li> <li>• Students make use of the feedback in their learning.</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher provides students with consistently high quality, specific, timely feedback.</li> <li>• Students are led to self-assess their own learning.</li> </ul>
<b>3e: Demonstrating Flexibility and Responsiveness</b> <ul style="list-style-type: none"> <li>• Response to students</li> <li>• Lesson adjustments</li> <li>• Persistence</li> </ul>	<ul style="list-style-type: none"> <li>• Adheres to instructional plan in spite of evidence of poor student understanding, interest or questions.</li> <li>• Assumes no responsibility for student learning.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates moderate flexibility and responsiveness to students' needs and interests during a lesson.</li> <li>• Seeks to ensure the success of all student learning, but has only a limited repertoire of instructional strategies.</li> </ul>	<ul style="list-style-type: none"> <li>• Seeks ways to ensure successful learning for all students.</li> <li>• Makes adjustments as needed to instructional plans and to students' interests and questions.</li> <li>• Successfully uses a variety of instructional strategies.</li> </ul>	<ul style="list-style-type: none"> <li>• Highly responsive to students' interests and questions.</li> <li>• Makes major lesson adjustments as necessary.</li> <li>• Persists in seeking effective approaches for all students using an extensive repertoire of strategies.</li> </ul>

### Domain 4 – Professional Responsibility - Probationary

Domain 4 Professional Responsibilities	Levels of Performance			
	U: Unsatisfactory	NI: Needs Improvement	P: Proficient	D: Excellent/Distinguished
<b>4a: Reflecting on Teaching</b> <ul style="list-style-type: none"> <li>• Accuracy</li> <li>• Use in future teaching</li> </ul>	<ul style="list-style-type: none"> <li>• Does not reflect accurately on the lesson or propose ideas as to how it might be improved.</li> </ul>	<ul style="list-style-type: none"> <li>• Generally reflects accurately.</li> <li>• Makes global suggestions as to how lesson might be improved.</li> </ul>	<ul style="list-style-type: none"> <li>• Reflects accurately, citing general characteristics.</li> <li>• Makes some specific suggestions as to how lesson might be improved.</li> </ul>	<ul style="list-style-type: none"> <li>• Reflects on lesson accurately and perceptively, citing specific examples.</li> <li>• Draws on an extensive repertoire to suggest alternative strategies.</li> </ul>
<b>4b: Maintaining Accurate Records</b> <ul style="list-style-type: none"> <li>• Student completion of assignments</li> <li>• Student progress in learning</li> <li>• Non-instructional records</li> <li>• Timeliness</li> </ul>	<ul style="list-style-type: none"> <li>• Has no system for maintaining accurate records, or system is in disarray, resulting in errors and confusion.</li> <li>• Rarely meets deadlines.</li> </ul>	<ul style="list-style-type: none"> <li>• Has a rudimentary, partially effective system for maintaining accurate records.</li> <li>• Fails to meet deadlines at times.</li> </ul>	<ul style="list-style-type: none"> <li>• Has efficient and effective system for maintaining accurate records.</li> <li>• Usually meets deadlines.</li> </ul>	<ul style="list-style-type: none"> <li>• Has efficient and effective system for maintaining accurate records.</li> <li>• Always meets deadlines.</li> </ul>
<b>4c: Communicating with Families</b> <ul style="list-style-type: none"> <li>• Information about the instructional programs</li> <li>• Information about individual students</li> <li>• Engagement of families in the instructional program</li> </ul>	<ul style="list-style-type: none"> <li>• Provides little or no information to families.</li> <li>• Makes no attempt to engage families in the instructional program.</li> </ul>	<ul style="list-style-type: none"> <li>• Complies with school procedures for communicating with families.</li> <li>• Makes an effort to engage families in the instructional program.</li> <li>• Provides timely information about student program.</li> </ul>	<ul style="list-style-type: none"> <li>• Communicates frequently with families.</li> <li>• Successfully engages families in the instructional program.</li> <li>• Provides information about student programs in a timely manner.</li> </ul>	<ul style="list-style-type: none"> <li>• Communicates frequently and diplomatically with families.</li> <li>• Successfully engages families in the instructional program.</li> <li>• Provides information about student programs in a timely manner.</li> </ul>
<b>4d: Contributing to the School and District</b> <ul style="list-style-type: none"> <li>• Relationships with colleagues</li> <li>• Service to the school</li> <li>• Participation in school and district projects</li> </ul>	<ul style="list-style-type: none"> <li>• Has negative or self-serving relationships with colleagues.</li> <li>• Avoids being involved in school and district initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>• Has collaborative relationships with colleagues.</li> <li>• Minimal participation in team, department, grade level, school, and district initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintains positive, collaborative relationships with colleagues.</li> <li>• Participates actively in team, department, grade level, school, and district initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>• Assumes leadership with colleagues.</li> <li>• Makes a substantial contribution to team, department, grade level, school, and district.</li> </ul>
<b>4e: Growing and Developing Professionally</b> <ul style="list-style-type: none"> <li>• Enhancement of content knowledge and pedagogical skills</li> <li>• Participation in local professional development</li> </ul>	<ul style="list-style-type: none"> <li>• Does not participate in professional development activities, even when such activities are clearly needed for the development of the teacher's teaching.</li> </ul>	<ul style="list-style-type: none"> <li>• Participates only in required professional development activities.</li> </ul>	<ul style="list-style-type: none"> <li>• Participates actively in professional development activities.</li> <li>• Contributes to the professional culture of the building/district.</li> </ul>	<ul style="list-style-type: none"> <li>• Makes a substantial contribution to the professional culture of the building and district.</li> <li>• Actively pursues own professional development.</li> </ul>
<b>4f: Showing Professionalism</b> <ul style="list-style-type: none"> <li>• Service to Students</li> <li>• Advocacy</li> <li>• Decision making</li> </ul>	<ul style="list-style-type: none"> <li>• Contributes to practices that are inappropriate, self-serving or harmful to students.</li> <li>• Teacher is not alert to students' social/emotional needs.</li> </ul>	<ul style="list-style-type: none"> <li>• Makes genuine but inconsistent attempt to serve students' social/emotional needs.</li> <li>• Generally contributes to practices that serve and support students.</li> </ul>	<ul style="list-style-type: none"> <li>• Makes genuine and successful efforts to serve students' social/emotional needs.</li> <li>• Presents a positive professional image.</li> </ul>	<ul style="list-style-type: none"> <li>• Assumes a leadership position to guarantee that school practices and procedures serve all students' social/emotional needs, particularly those traditionally underserved.</li> <li>• Presents a professional image and serves as a positive role model for students.</li> </ul>

### Domain 1 – Planning & Preparation – Non Probationary Employee

Domain 1 Planning & Preparation	Levels of Performance		
	U: Unsatisfactory	P: Proficient	D: Excellent/Distinguished
<b>1a: Knowledge of Content and Pedagogy</b> <ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Knowledge of prerequisite relationships</li> <li>• Knowledge of content related pedagogy</li> </ul>	<ul style="list-style-type: none"> <li>• Represents basic understanding of content and pedagogy, but does not extend to prerequisite relationships, connections with other disciplines, or possible student misconceptions.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines, and anticipates possible student misconceptions.</li> <li>• Instructional practices reflect acceptable or reliable pedagogical knowledge.</li> </ul>	<ul style="list-style-type: none"> <li>• Displays understanding of content and pedagogy that is extensive, showing evidence of a continuing search for improved practice.</li> <li>• Actively builds on knowledge of prerequisites and misconceptions when planning instruction or seeking causes for student understanding.</li> </ul>
<b>1b: Demonstrating Knowledge of Students</b> <ul style="list-style-type: none"> <li>• Knowledge of characteristics (intellectual, social and emotional) of age group</li> <li>• Knowledge of students' varied approaches to learning</li> <li>• Knowledge of students' skills &amp; knowledge</li> <li>• Knowledge of students' cultural heritage</li> </ul>	<ul style="list-style-type: none"> <li>• Limited use of knowledge of students' backgrounds, skills, interests and abilities.</li> <li>• Limited use of this knowledge in planning for class as a whole.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates some knowledge of students' backgrounds, skills, interests and abilities.</li> <li>• Uses this knowledge to plan for class as a whole and for groups of students.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates thorough knowledge of students' backgrounds, skills, interests and abilities.</li> <li>• Uses this knowledge to plan for individual student learning.</li> </ul>
<b>1c: Selecting Instructional Goals</b> <ul style="list-style-type: none"> <li>• Value</li> <li>• Clarity</li> <li>• Suitability for diverse students</li> <li>• Balance</li> </ul>	<ul style="list-style-type: none"> <li>• Goals are of limited value and poorly linked to district standards.</li> <li>• Goals provide no or few opportunities for integration.</li> <li>• Goals do not permit viable methods of assessments.</li> </ul>	<ul style="list-style-type: none"> <li>• Goals represent valuable learning linked to district curriculum standards.</li> <li>• Goals are suitable for most students in the class, some adaptations made.</li> <li>• Goals reflect opportunities for integration and permit viable methods of assessments.</li> </ul>	<ul style="list-style-type: none"> <li>• Goals reflect high-level learning related to district curriculum standards.</li> <li>• Goals are adapted where necessary to the needs of individual students.</li> <li>• Goals permit viable methods of assessment.</li> </ul>
<b>1d: Demonstrating Knowledge of Resources</b> <ul style="list-style-type: none"> <li>• Resources for teaching</li> <li>• Resources for students</li> </ul>	<ul style="list-style-type: none"> <li>• Displays limited knowledge of resources available either for teaching or for students who need them.</li> </ul>	<ul style="list-style-type: none"> <li>• Fully aware of resources available for teaching.</li> <li>• Gains access to school and district resources for students when needed.</li> </ul>	<ul style="list-style-type: none"> <li>• Seeks out resources for teaching in professional organizations and in the community.</li> <li>• Uses resources available for students who need them in the school, the district, and the larger community.</li> </ul>
<b>1e: Designing Coherent Instruction</b> <ul style="list-style-type: none"> <li>• Learning activities</li> <li>• Instructional materials and resources</li> <li>• Instructional groups</li> <li>• Lesson and unit structure</li> </ul>	<ul style="list-style-type: none"> <li>• Few elements of instructional design support the goals and engage the students in learning.</li> <li>• Lesson/ unit or long range planning having a clearly defined structure that aligns with district standards is not evident.</li> </ul>	<ul style="list-style-type: none"> <li>• Most elements of the instructional design support the stated goals and engage the students in meaningful learning.</li> <li>• Lesson/ unit and long-range plans have a clearly defined structure that aligns with district standards.</li> </ul>	<ul style="list-style-type: none"> <li>• All elements of instructional design support the stated goals, engage students in meaningful learning and show evidence of student input.</li> <li>• Lessons/ unit and long-range plans are highly coherent and have a clear structure that aligns with district standards.</li> </ul>
<b>1f: Assessing Student Learning</b> <ul style="list-style-type: none"> <li>• Congruence with instructional goals</li> <li>• Criteria and standards</li> <li>• Use of data for planning</li> <li>• Timely</li> </ul>	<ul style="list-style-type: none"> <li>• Partially aligned with the goals and includes criteria and standards that are not clear or understood by students.</li> <li>• Use of assessment data to plan for future instruction for the class as a whole is in evidence but individual assessment planning is lacking or inconsistent.</li> <li>• Planning for formative assessment with instructional feedback to students is minimal.</li> </ul>	<ul style="list-style-type: none"> <li>• Aligned with the goals and clear assessment criteria and standards have been communicated to students.</li> <li>• Use of assessment data to plan for future instruction for groups of students or individuals is in evidence.</li> <li>• Assessment with timely feedback is integrated into instruction throughout the unit.</li> </ul>	<ul style="list-style-type: none"> <li>• Fully aligned with the instructional goals, with clear assessment criteria and standards that are not only understood by students but also show evidence of student participation in their development.</li> <li>• Evidence of engaging students in monitoring their own progress goals.</li> <li>• Use of assessment data to plan for future instruction for groups of students or individuals is in evidence.</li> <li>• Assessment with timely feedback is integrated into instruction throughout the unit.</li> </ul>

## Domain 2 – The Classroom Environment - Non Probationary Employee

Domain 2 The Classroom Environment	Levels of Performance		
	U: Unsatisfactory	P: Proficient	D: Excellent/Distinguished
<b>2a: Creating an Environment of Respect and Rapport</b> <ul style="list-style-type: none"> <li>• Teacher Interaction with students</li> <li>• Student Interaction</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher interactions with students do not reflect warmth, caring, and are generally disrespectful of cultural and developmental differences among students.</li> <li>• There are occasional displays of insensitivity by teacher.</li> <li>• Teacher ignores or does not address student disrespect.</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher interactions with students reflect warmth, caring, and are generally respectful of cultural and developmental differences among students.</li> <li>• Student interactions are generally polite and respectful.</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher interactions with students are highly respectful and reflect genuine warmth and caring toward individuals.</li> <li>• Students themselves monitor interactions to ensure high levels of civility.</li> <li>• Teacher and students encourage mutual respect.</li> </ul>
<b>2b: Establishing a Culture for Learning</b> <ul style="list-style-type: none"> <li>• Importance of the content</li> <li>• Student pride in work</li> <li>• Expectations for learning and achievement</li> </ul>	<ul style="list-style-type: none"> <li>• In the classroom, there is minimal teacher commitment to the subject and minimal or inconsistent expectations for student achievement.</li> <li>• There is limited evidence of students' pride in work.</li> <li>• There are limited opportunities for students to be active participants in learning.</li> </ul>	<ul style="list-style-type: none"> <li>• In the classroom there is genuine enthusiasm and consistent commitment for the subject by both teacher and students.</li> <li>• There are high expectations for student achievement and consistent evidence of student pride in their work.</li> <li>• There are many opportunities for students to be active participants in the learning.</li> </ul>	<ul style="list-style-type: none"> <li>• In the classroom, there is a passionate commitment to the subject and its value is important to teacher and students alike.</li> <li>• There are high expectations for the learning of all students.</li> <li>• Student responsibility in establishing a culture for learning is in evidence as students take pride in their work, initiate improvements to their products, and hold their work to the highest standard.</li> </ul>
<b>2c: Managing Classroom Procedures</b> <ul style="list-style-type: none"> <li>• Management of instructional groups, transitions, materials, and supplies</li> <li>• Performance of non-instructional duties</li> <li>• Utilization of volunteers and paraprofessionals</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher's classroom routines and procedures are established, but function unevenly or inconsistently.</li> <li>• There is loss of instructional time.</li> <li>• Instructional groups are partially organized resulting in some off-task behaviors.</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher's classroom routines and procedures are established and function smoothly.</li> <li>• There is little loss of instructional time.</li> <li>• Instructional groups are organized, resulting in student engagement at all times.</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher's classroom routines and procedures are seamless in their operation and students assume considerable responsibility for their smooth functioning.</li> <li>• Instructional groups assume responsibility for productivity and are engaged at all times.</li> </ul>
<b>2d: Managing Student Behavior</b> <ul style="list-style-type: none"> <li>• Expectations</li> <li>• Monitoring of student behavior</li> <li>• Response to student misbehavior</li> </ul>	<ul style="list-style-type: none"> <li>• The teacher has made a limited effort to establish standards of conduct for students.</li> <li>• The teacher monitors student behavior and responds to student misbehavior; however, these efforts are not consistent or yield limited success.</li> </ul>	<ul style="list-style-type: none"> <li>• The teacher is aware of student behavior at all times and has established clear standards of conduct.</li> <li>• The teacher responds to misbehaviors in ways that are appropriate and respectful of the students.</li> </ul>	<ul style="list-style-type: none"> <li>• The teacher's monitoring of student behavior is subtle and preventive.</li> <li>• The teacher's response to student behavior is sensitive to individual student needs.</li> <li>• The students' behavior is entirely appropriate and shows evidence of students' participation in setting expectations and monitoring behaviors.</li> </ul>
<b>2e: Organizing Physical Space</b> <ul style="list-style-type: none"> <li>• Safety and arrangement of furniture</li> <li>• Accessibility to learning and use of physical resources</li> </ul>	<ul style="list-style-type: none"> <li>• The teacher makes poor use of the physical environment resulting in unsafe and/or disorganized conditions.</li> <li>• There are inaccessible learning conditions for some students.</li> </ul>	<ul style="list-style-type: none"> <li>• The teacher's classroom is safe and permits accessible learning to all students.</li> <li>• The teacher uses physical resources well.</li> </ul>	<ul style="list-style-type: none"> <li>• The teacher's classroom is safe and encourages students to contribute to the safety of the physical environment.</li> <li>• Both teacher and students use physical resources optimally, ensuring that learning is accessible to all.</li> </ul>

### Domain 3 – Instruction – Non Probationary Employee

Domain 3 Instruction	Levels of Performance		
	U: Unsatisfactory	P: Proficient	D: Excellent/Distinguished
<b>3a: Communicating Clearly and Accurately</b> <ul style="list-style-type: none"> <li>• Directions and procedures</li> <li>• Oral and written language</li> <li>• Learning Goals</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals contain errors, or are unstated.</li> <li>• May not be expressed at an appropriate level of difficulty causing some student confusion.</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals are clear and accurate.</li> <li>• Use of vocabulary and level of detail are appropriate to students.</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals are clear and expressive.</li> <li>• Possible student misconceptions are anticipated.</li> </ul>
<b>3b: Using Questioning and Discussion Techniques</b> <ul style="list-style-type: none"> <li>• Quality of questions</li> <li>• Discussion techniques</li> <li>• Student participation and discussion</li> </ul>	<ul style="list-style-type: none"> <li>• Use of questioning is predominately low level.</li> <li>• Attempts to engage students in discussion yield uneven results and limited success.</li> </ul>	<ul style="list-style-type: none"> <li>• Use of questioning and discussion techniques reflects all levels of questioning.</li> <li>• True discussion and full participation by all students is evident.</li> </ul>	<ul style="list-style-type: none"> <li>• Questions are of uniformly high quality.</li> <li>• Adequate time is allowed for student responses.</li> <li>• Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.</li> </ul>
<b>3c: Engaging Students in Learning</b> <ul style="list-style-type: none"> <li>• Representation of content</li> <li>• Activities and assignments</li> <li>• Grouping of students</li> <li>• Instructional materials and resources</li> <li>• Structure and pacing</li> </ul>	<ul style="list-style-type: none"> <li>• Students are engaged only partially in significant learning, resulting from: *Activities or materials of uneven quality, *Inconsistent representations of content, *Grouping of students, or *Uneven structure, pacing, or lack of closure.</li> </ul>	<ul style="list-style-type: none"> <li>• Students are engaged in significant learning throughout the lesson with: *Appropriate activities and materials, *Instructive representations of content, *Grouping of students, and *Suitable structure, pacing, and closure of the lesson.</li> </ul>	<ul style="list-style-type: none"> <li>• Students are engaged in significant learning throughout the lesson with: *Student contributions, *Appropriate activities and materials, *Instructive representation of content, *Grouping of students, and *Suitable structure, pacing, and closure allowing for reflection.</li> </ul>
<b>3d: Providing Feedback to Students</b> <ul style="list-style-type: none"> <li>• Quality, accurate, substantive, constructive, and specific</li> <li>• Timeliness</li> </ul>	<ul style="list-style-type: none"> <li>• Provides students with feedback that is uneven in quality and content, and may not be timely.</li> </ul>	<ul style="list-style-type: none"> <li>• Provides students with consistently high quality, specific and timely feedback.</li> <li>• Students make use of the feedback in their learning.</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher provides students with consistently high quality, specific, timely feedback.</li> <li>• Students are led to self-assess their own learning.</li> </ul>
<b>3e: Demonstrating Flexibility and Responsiveness</b> <ul style="list-style-type: none"> <li>• Response to students</li> <li>• Lesson adjustments</li> <li>• Persistence</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates limited flexibility and responsiveness to students' needs and interests during a lesson.</li> <li>• Seeks to ensure the success of all student learning, but has only a limited repertoire of instructional strategies.</li> </ul>	<ul style="list-style-type: none"> <li>• Seeks ways to ensure successful learning for all students.</li> <li>• Makes adjustments as needed to instructional plans and to students' interests and questions.</li> <li>• Successfully uses a variety of instructional strategies.</li> </ul>	<ul style="list-style-type: none"> <li>• Highly responsive to students' interests and questions.</li> <li>• Makes major lesson adjustments as necessary.</li> <li>• Persists in seeking effective approaches for all students using an extensive repertoire of strategies.</li> </ul>

## Domain 4 – Professional Responsibility - Non Probationary Employee

Domain 4 Professional Responsibilities	Levels of Performance		
	U: Unsatisfactory	P: Proficient	D: Excellent/Distinguished
<b>4a: Reflecting on Teaching</b> <ul style="list-style-type: none"> <li>• Accuracy</li> <li>• Use in future teaching</li> </ul>	<ul style="list-style-type: none"> <li>• Sometimes reflects inaccurately.</li> <li>• Makes global or few suggestions as to how lesson might be improved.</li> </ul>	<ul style="list-style-type: none"> <li>• Reflects accurately, citing general characteristics.</li> <li>• Makes some specific suggestions as to how lesson might be improved.</li> </ul>	<ul style="list-style-type: none"> <li>• Reflects on lesson accurately and perceptively, citing specific examples.</li> <li>• Draws on an extensive repertoire to suggest alternative strategies.</li> </ul>
<b>4b: Maintaining Accurate Records</b> <ul style="list-style-type: none"> <li>• Student completion of assignments</li> <li>• Student progress in learning</li> <li>• Non-instructional records</li> <li>• Timeliness</li> </ul>	<ul style="list-style-type: none"> <li>• Has a rudimentary, partially effective system for maintaining accurate records.</li> <li>• Fails to meet deadlines.</li> </ul>	<ul style="list-style-type: none"> <li>• Has efficient and effective system for maintaining accurate records.</li> <li>• Usually meets deadlines.</li> </ul>	<ul style="list-style-type: none"> <li>• Has efficient and effective system for maintaining accurate records.</li> <li>• Always meets deadlines.</li> </ul>
<b>4c: Communicating with Families</b> <ul style="list-style-type: none"> <li>• Information about the instructional programs</li> <li>• Information about individual students</li> <li>• Engagement of families in the instructional program</li> </ul>	<ul style="list-style-type: none"> <li>• Communication with families is limited or nonexistent.</li> <li>• Makes little effort to engage families in the instructional program.</li> <li>• Fails to provide information in a timely manner.</li> </ul>	<ul style="list-style-type: none"> <li>• Communicates frequently with families.</li> <li>• Successfully engages families in the instructional program.</li> <li>• Provides information about student programs in a timely manner.</li> </ul>	<ul style="list-style-type: none"> <li>• Communicates frequently and diplomatically with families.</li> <li>• Successfully engages families in the instructional program.</li> <li>• Provides information about student programs in a timely manner.</li> </ul>
<b>4d: Contributing to the School and District</b> <ul style="list-style-type: none"> <li>• Relationships with colleagues</li> <li>• Service to the school</li> <li>• Participation in school and district projects</li> </ul>	<ul style="list-style-type: none"> <li>• Has negative or self-serving relationship with colleagues.</li> <li>• Minimal participation in team, department, grade level, school, and district initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintains positive, collaborative relationships with colleagues.</li> <li>• Participates actively in team, department, grade level, school, and district initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>• Assumes leadership with colleagues.</li> <li>• Makes a substantial contribution to team, department, grade level, school, and district.</li> </ul>
<b>4e: Growing and Developing Professionally</b> <ul style="list-style-type: none"> <li>• Enhancement of content knowledge and pedagogical skills</li> <li>• Participation in local professional development</li> </ul>	<ul style="list-style-type: none"> <li>• Does not participate in local professional development activities, even when such activities are clearly needed for the development of the teacher's teaching.</li> </ul>	<ul style="list-style-type: none"> <li>• Participates actively in local professional development activities.</li> <li>• Contributes to the professional culture of the building/district.</li> </ul>	<ul style="list-style-type: none"> <li>• Makes a substantial contribution to the professional culture of the building and district.</li> <li>• Actively pursues own professional development.</li> </ul>
<b>4f: Showing Professionalism</b> <ul style="list-style-type: none"> <li>• Service to Students</li> <li>• Advocacy</li> <li>• Decision making</li> </ul>	<ul style="list-style-type: none"> <li>• Contributes to practices that are inappropriate, self-serving or harmful to students.</li> <li>• Teacher is not alert to students' social/emotional needs.</li> </ul>	<ul style="list-style-type: none"> <li>• Makes genuine and successful efforts to serve students' social/emotional needs.</li> <li>• Presents a positive professional image.</li> </ul>	<ul style="list-style-type: none"> <li>• Assumes a leadership position to guarantee that school practices and procedures serve all students' social/emotional needs, particularly those traditionally underserved.</li> <li>• Presents a professional image and serves as a positive role model for students.</li> </ul>