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# **NEGOTIATED AGREEMENT**

BETWEEN THE

**NORTH FORK EDUCATION ASSOCIATION**

AND THE

**NORTH FORK LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**JULY 1, 2014 - JUNE 30, 2017**

## TABLE OF CONTENTS

ARTICLE 1	NEGOTIATIONS PROCEDURE.....	1-5
ARTICLE 2	EMPLOYEE ETHICS.....	6
ARTICLE 3	REGULAR TEACHING DUTIES.....	7-9
ARTICLE 4	TEACHING CONDITIONS.....	10-15
ARTICLE 5	LEAST RESTRICTIVE ENVIRONMENTS.....	16
ARTICLE 6	CONTRACTS.....	17-19
ARTICLE 7	EDUCATIONAL SUPPORT.....	20-21
ARTICLE 8	STANDARDS BASED EVALUATION.....	22-31
ARTICLE 9	NON-INSTRUCTIONAL CREDENTIALLED STAFF EVALUATIONS.....	32-36
ARTICLE 10	ASSIGNMENTS, TRANSFERS AND VACANCIES.....	37-38
ARTICLE 11	PERSONNEL FILES.....	39
ARTICLE 12	LEAVE PROVISIONS.....	40-50
	SECTION I ASSAULT.....	40
	SECTION II ASSOCIATION.....	40
	SECTION III JURY DUTY.....	41
	SECTION IV MILITARY.....	41-42
	SECTION V PARENTAL.....	42-43
	SECTION VI PERSONAL.....	43
	SECTION VII PROFESSIONAL.....	43-45
	SECTION VIII SABBATICAL.....	45
	SECTION IX SICK.....	46-48
	SECTION X UNPAID.....	48-49
	SECTION XI WITNESS LEAVE.....	49
	SECTION XII WORKERS COMPENSATION.....	50
ARTICLE 13	TUITION REIMBURSEMENTS.....	51-52
ARTICLE 14	INSURANCE.....	53-54
ARTICLE 15	SEVERANCE POLICY.....	55
ARTICLE 16	EMPLOYMENT OF RETIREES.....	56
ARTICLE 17	REGULAR SALARY SCHEDULE.....	57-64
ARTICLE 18	SUPPLEMENTAL CONTRACTS AND SALARY SCHEDULE.....	65-69
ARTICLE 19	REDUCTIONS IN FORCE.....	70-74
ARTICLE 20	BUILDING DEPARTMENTAL BUDGETS.....	75
ARTICLE 21	TEACHER DISCIPLINE.....	76
ARTICLE 22	PARENT COMPLAINT PROCEDURE.....	77
ARTICLE 23	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	78
ARTICLE 24	GRIEVANCE PROCEDURES.....	79-81
ARTICLE 25	CONTRARY TO LAW PROVISION.....	82
ARTICLE 26	IMPLEMENTATION AND DURATION PROVISION.....	83
APPENDIX 1	OTES RESOURCE.....	84-105
APPENDIX 2	OTES MATRIX.....	106
APPENDIX 3	SLO TEMPLETE CREATION.....	107-108
APPENDIX 4	SLO SCORING TEMPLETE.....	109-110
APPENDIX 5	SLO CHECKLIST.....	111
APPENDIX 6	LESSON PLAN TEMPLETE.....	112
APPENDIX A	NOTIFICATION OF EVALUATION.....	113
APPENDIX B	EVALUATION DOCUMENT.....	114
APPENDIX C	GROWTH GOAL(S).....	115-116
APPENDIX D	COUNSELOR EVALUATION.....	117-120
APPENDIX E	NURSE EVALUATION.....	121-124
APPENDIX F	TECHNOLOGY EVALUATION.....	125
APPENDIX G	PARENT COMPLAINT FORM.....	126-127
APPENDIX H	CONTINUING CONTRACT REQUIREMENTS.....	128
APPENDIX I	TUITION REIMBURSEMENT FORM.....	129-130
APPENDIX J	EDUCATOR MISCONDUCT FORM.....	131-133

## Topical Index

ARTICLE 10	ASSIGNMENTS, TRANSFERS AND VACANCIES.....	37-38
ARTICLE 20	BUILDING DEPARTMENTAL BUDGETS .....	75
APPENDIX H	CONTINUING CONTRACT REQUIREMENTS .....	128
ARTICLE 6	CONTRACTS .....	17-19
ARTICLE 25	CONTRARY TO LAW PROVISION.....	82
APPENDIX D	COUNSELOR EVALUATION .....	117-120
ARTICLE 7	EDUCATIONAL SUPPORT.....	20-21
APPENDIX J	EDUCATOR MISCONDUCT FORM.....	131-133
ARTICLE 2	EMPLOYEE ETHICS.....	6
ARTICLE 16	EMPLOYMENT OF RETIREES.....	56
APPENDIX B	EVALUATION DOCUMENT .....	114
ARTICLE 24	GRIEVANCE PROCEDURE.....	79-81
APPENDIX C	GROWTH GOAL(S) .....	115-116
ARTICLE 26	IMPLEMENTATION AND DURATION PROVISION.....	83
ARTICLE 14	INSURANCE .....	53-54
APPENDIX 6	LESSON PLAN TEMPLETE .....	112
ARTICLE 5	LEAST RESTRICTIVE ENVIRONMENTS.....	16
ARTICLE 12	LEAVE PROVISIONS.....	40-50
	SECTION I ASSAULT.....	40
	SECTION II ASSOCIATION .....	40
	SECTION III JURY DUTY.....	41
	SECTION IV MILITARY .....	41-42
	SECTION V PARENTAL.....	42-43
	SECTION VI PERSONAL .....	43
	SECTION VII PROFESSIONAL .....	43-45
	SECTION VIII SABBATICAL.....	45
	SECTION IX SICK .....	46-48
	SECTION X UNPAID .....	48-49
	SECTION XI WITNESS LEAVE .....	49
	SECTION IX WORKERS COMPENSATION .....	50
ARTICLE 23	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	78
ARTICLE 1	NEGOTIATIONS PROCEDURE.....	1-5
APPENDIX A	NOTIFICATION OF EVALUATION.....	113
ARTICLE 9	NON-INSTRUCTIONAL CREDENTIALLED STAFF EVALUATIONS.....	32-36
APPENDIX E	NURSE EVALUATION .....	121-124
APPENDIX 1	OTES RESOURCE .....	84-105
APPENDIX 2	OTES MATRIX .....	106
APPENDIX G	PARENT COMPLAINT FORM.....	126-127
ARTICLE 22	PARENT COMPLAINT PROCEDURE .....	77
ARTICLE 11	PERSONNEL FILES .....	39
ARTICLE 19	REDUCTION IN FORCE .....	70-74
ARTICLE 17	REGULAR SALARY SCHEDULE.....	57-64
ARTICLE 3	REGULAR TEACHING DUTIES.....	7-9
ARTICLE 15	SEVERANCE POLICY .....	55
APPENDIX 3	SLO TEMPLETE CREATION .....	107-108
APPENDIX 4	SLO SCORING TEMPLETE .....	109-110
APPENDIX 5	SLO CHECKLIST .....	111
ARTICLE 8	STANDARDS BASED EVALUATIONS .....	22-31
ARTICLE 18	SUPPLEMENTAL CONTRACTS AND SALARY SCHEDULE.....	65-69
ARTICLE 4	TEACHING CONDITIONS.....	10-15
ARTICLE 21	TEACHER DISCIPLINE .....	76
APPENDIX F	TECHNOLOGY EVALUATION .....	125
APPENDIX I	TUITION REIMBURSEMENT FORM .....	129-130
ARTICLE 13	TUITION REIMBURSEMENTS .....	51-52

## **ARTICLE 1: NEGOTIATIONS PROCEDURES**

### **I. RECOGNITION**

A. The Board of Education of the North Fork Local School District ("board" or "district") hereby recognizes the North Fork Education Association/Ohio Education Association/National Education Association (NFEA/OEA/NEA) ("Association" or "NFEA") as the exclusive bargaining agent for all credentialed employees under regular contract employed by the board, except administrative personnel, teachers paid on an hourly basis who teach fewer than twenty (20) hours per week, substitutes who work fewer than sixty (60) consecutive school days in the same assignment, and all confidential, supervisory, and management level employees as defined in the Ohio Revised Code. On the sixtieth (60) consecutive school day of service in the same assignment, a substitute teacher shall be placed on the credentialed staff's salary schedule at the appropriate level of training and experience, not to exceed five (5) years of service credit, for the remainder of service in the school year. The sixty (60) consecutive days of service will not be considered interrupted if, during that time, the superintendent approves an emergency leave or the building administrator excuses him/her from attending parent teacher conferences. All such substitute teachers will remain in the bargaining unit until the return to duty of the credentialed staff member whom they were employed to replace or until the end of the school year, whichever comes first, at which time all further employment rights will come to an end.

### **B. Fair Share Service Fee**

1. Employees subject to Fair Share Service Fee shall be defined as follows:

- a. Each bargaining unit member hired after July 1, 1998, who is not a member of the association by October 1 of the current year or by the sixtieth (60) calendar day after his/her initial employment with the board, whichever is later, shall pay a service fee by payroll deduction. The amount of the service fee shall be deducted by the treasurer without written authorization and shall be remitted to the association's treasurer on the same basis as authorized dues deductions. The fee shall represent that portion of association's dues allocable to negotiating and administering the collective bargaining agreement and shall not exceed one hundred percent (100%) of the unified dues of the association.
- b. All unit members who were dues-paying members of the association as of June 30, 1998, will either maintain such membership or be subject to the Fair Share Service Fee.

- c. All unit members who were employed before July 1, 1998, and who are not members of the association shall not be subject to the Fair Share Service Fee.
2. The board's treasurer shall issue electronic payment to the association's treasurer each month, with a list of those people for whom the deductions were made, and the amount deducted for each staff member.
3. The payroll deductions shall be in fourteen (14) equal installments. If there are not fourteen (14) payroll deductions remaining in the year, the unpaid balance shall be deducted in equal installments. A Fair Share Service Fee may also be paid in cash to the association, in full, by November 1 of each year.
4. The association must notify the board by November 30 of employees subject to fair share payroll deductions. Payroll deduction of such fair share fees shall begin at the first pay date of February, except that no Fair Share Service Fee deductions shall be made for bargaining unit members employed after October 31 until he/she has been employed for sixty (60) calendar days.
5. If a staff member's employment ends, or if he/she goes on an unpaid status before all fourteen (14) payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the association's sole responsibility.
6. Full-time bargaining unit members employed after the first semester of each school year, who are members of the association and its affiliates or non-members subject to the Fair Share Service Fee, under this article, shall pay no more than fifty percent (50%) of the regular association membership dues.
7. The association represents to the board that an internal rebate procedure has been established in accordance with the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the association. Such a procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitution of the United States and the State of Ohio.
8. The association shall notify each non-member of the Fair Share Service Fee prior to October 1 of each year. Upon timely demand, non-members may apply to the association for an immediate advance reduction/rebate Fair Share Service Fee pursuant to the internal procedure adopted by the association. The advance reduction/rebate shall be the proportionate amount

of monies expended for partisan political or ideological purposes not germane to the association's work in the realm of collective bargaining.

9. No member of the bargaining unit is required by this Article to become a member of the association. Any person who objects to paying fair share because of religious beliefs as provided in the Ohio Revised Code may request an exemption through the established internal rebate procedure.
  10. The association agrees to defend and indemnify the board for any cost, demands, claims, suits, or liability incurred, as a result of the implementation and enforcement of the provision, provided that:
    - a. The board shall give written notice within ten (10) workdays of any claim made of action filed against the employer by a non-member for which defense and indemnification may be claimed;
    - b. The association shall reserve the right to designate counsel to represent and defend the employer;
    - c. The board agrees to (1) give full and complete cooperation and assistance to the association and its counsel at all levels of the proceeding, (2) permit the association, or its affiliates, to intervene as a party if it so desires, and/or (3) to not oppose the association to its affiliates' application to file briefs amicus in the action;
    - d. The board acted in good faith compliance with the Fair Share Service Fee provisions of the agreement; however, there shall be no defense or indemnification of the board, if the board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Service Fee provision herein.
- C. This article will sunset with the expiration of this agreement dated July 1, 2014 through June 30, 2017.

## **II. MANAGEMENT RIGHTS**

The board of education is vested exclusively with rights of management as defined in Ohio Revised Code and shall otherwise retain all the rights, powers, duties, and authority granted by law and the Constitution of the United States and the State of Ohio. Neither the association nor the board of education waives any rights to bargain or refuse to bargain during the term of any agreement as prescribed in the Ohio Revised Code with respect to wages, hours, terms and other conditions of employment except as may be expressly limited by the Ohio Revised Code.

Nothing herein shall diminish the power of the board to act as the legally constituted body responsible for the determination of policies governing all aspects of the North Fork Local School District. The board shall operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The board cannot reduce, negotiate, or delegate its legal responsibilities.

### **III. INFORMATION**

The board will provide, as available, the following to the NFEA president:

- A. Monthly financial report
- B. Adopted appropriations measure
- C. Amended certificate
- D. T & E Grid
- E. Board approved budget.

### **IV. PROCEDURES FOR BARGAINING**

- A. Bargaining Teams -- The board, or designated representatives of the board, will meet with representatives designated by the association for the purpose of bargaining. All bargaining shall be conducted exclusively between said teams and shall be conducted using Win/Win as a bargaining strategy. The number of team members shall be determined by mutual agreement.
- B. Submission of Issues -- Upon request of either party to open bargaining, a mutually accepted meeting date shall be set following such request. Such request shall not be made more than one hundred twenty (120) days prior to the expiration of the master contract. Each party must submit all issues at the first session. Except by agreement of the parties, no additional issues may be raised after the initial exchange.
- C. Bargaining Procedures -- The board and the association agree to use Win/Win, in an attempt to reach agreement on matters related to wages, hours, and terms and conditions of employment for members of the bargaining unit. The bargaining teams shall meet at mutually agreed upon places and times for the purpose of conducting good faith bargaining. "Good faith bargaining" requires that the association and the board react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons, provided however, nothing herein requires either party to agree or to make a concession. Such meetings shall not be open to the public and shall not be held during the regular school day.

Both parties agree to supersede the statutory dispute resolution procedures set forth in Ohio Revised Code. If agreement is not reached within sixty (60) days following the request for opening negotiations, either party may request the services of a mediator. Unless otherwise mutually agreed to, the mediator shall

be requested from the Federal Mediation and Conciliation Services (FMCS). The cost, if any, of such mediating services shall be shared equally by the board and the association. The mediation process shall extend no more than thirty (30) days from the date the mediator first meets together with the board and the association, unless both parties agree to continue the process. Upon the expiration of this contract, the association shall have the right to proceed under the Ohio Revised Code.

- D. Caucus - Upon request of either party, the discussion shall be recessed to permit the requesting party a period of time to caucus.
- E. Exchange of Information - Prior to and during the period of discussions, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issues under consideration, except confidential reports compiled by either party for the exclusive information of its bargaining team.
- F. Reaching Understanding - As tentative understanding is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering all areas under discussion, the proposed understanding shall be reduced to writing as a tentative agreement and first submitted to the association for ratification and then to the board for approval. Both parties shall act upon the tentative agreement within thirty (30) days. If approved by the association and by the board, the master contract shall be executed by the presidents of the Board and the Association and shall be binding upon the parties to the extent permitted by law.
- G. Progress Reports - The parties agree that during the period of negotiations and, so long as the parties have not declared an impasse, the proceedings for the discussion shall not be released to the media unless such an issuance has the prior approval of both parties. Such releases may be made without prior approval at any time after an impasse has been declared.
- H. As used in this Agreement, days are to be school days, unless otherwise stated.
- I. The contract will be available and distributed electronically.
- J. The cost of the Win/Win facilitator shall be shared in a manner to be negotiated between the board and the association prior to negotiations.

## **V. ALTERNATIVE BARGAINING PROCEDURES**

Memoranda of Understandings may be written to include any other method of negotiations.

## **ARTICLE 2: EMPLOYEE ETHICS**

The purpose of the Principles of Professional Conduct for Ohio Educators is to ensure that all employees adhere to the highest standards of honesty, dignity and integrity, and to monitor those standards as an educational system at the building, district and state levels.

- I. Employees shall not engage in criminal activity as evidenced by a criminal conviction, guilty plea, finding of guilt, no contest pleas, or participation in a court-ordered diversion or treatment in lieu of conviction program.
- II. Employees shall maintain a professional relationship with all students and fellow employees at all times, both in and out of the classroom.
- III. Employees shall not use, possess, or unlawfully distribute illegal or unauthorized drugs. Employees shall not use alcohol and/or tobacco during any school-related activity. Employees shall not furnish, provide, or encourage students or under-aged persons to use, possess, or unlawfully distribute alcohol, tobacco, illegal or unauthorized drugs.
- IV. Employees shall comply with state and federal laws relating to maintaining confidential information.
- V. Employees shall ensure that school property, public funds, or fees paid by students or the community are not used for personal gain. Employees do not make decisions based upon gifts, gratuities, favors, or the socioeconomic status of parents, family members, community member, or businesses.
- VI. Employees shall accurately report information required by the local board of education or governing board, state education agency, federal agency or state or federal law.
- VII. Employees shall fulfill all of the terms and obligations detailed in their employment contract with the local board of education or educational agency for the duration of the contract.
- VIII. Employees shall demonstrate behavior that reflects integrity, dignity and honesty in fulfilling their professional responsibilities. Employees do not engage in conduct unbecoming to the profession, pursuant to the Ohio Revised Code.
- IX. Violating any of the ethical statements above may result in disciplinary action from the local board of education and/or the state board of education.

## **ARTICLE 3: REGULAR TEACHING DUTIES**

### **I. RESPONSIBILITY**

The building administrator

### **II. GENERAL RULES**

- A. The primary duty is to teach students.
- B. It is the credentialed staff's duty to abide by the policies of the North Fork Schools.

### **III. SPECIFIC DUTIES**

Credentialed staff shall abide by the following:

- A. Keep informed of new developments in their field(s) of instruction and use the methods and techniques that best meet the needs of the students, within the limits of authority, facilities, and materials available.
- B. Supervise students in the classroom and/or learning centers during instructional time. Assignment to routine supervision of students, i.e., arrival, dismissal, playground, and other non-instructional time shall be made in an equitable manner for all faculty members. See Rotation of Duty: Article 4 (IV).
- C. Conduct classes of instruction with board approved curriculum, according to the assigned time schedule and be responsible for the conduct of students assigned. Credentialed staff is responsible, within reasonable limits, for students dismissed during an assigned class or activity.
- D. Assist in supervision of students in the halls and classrooms during arrival, dismissal, and change of classes.
- E. Maintain good discipline and control. Student discipline by the credentialed staff member shall relate to the situation and individual student. Credentialed staff is authorized to remove disruptive students from class. Any credentialed staff member, uncertain to degree or appropriateness of punishment, should consult with the building administrator.
  - 1. Student Removal - Credentialed staff members may remove a disruptive student from class for one (1) day. The removed student shall be sent or taken to the building's administrative office. Credentialed staff removing a student from class shall give the building administrator a written report concerning the action as soon as possible after the removal.

- F. Remain with students during class, or other supervisory duty, unless the credentialed staff member has an emergency or his/her assistance is needed in an emergency situation.
- G. Maintain accurate and timely records of student progress for all grade levels awarding letter grades. This includes updating electronic grade books on a weekly basis. Final decision on any grade shall be the responsibility of the subject credentialed staff member. Each credentialed staff member shall be able to justify a given grade.
- H. Complete standards based lesson plans that include objectives that are grade level appropriate, list of activities, and assessments. If available, the use of curriculum maps will be referenced for each subject area being taught.
- I. Assess the needs of students and use assessment results to make informed decisions about curriculum, instruction, assessment, and goals that address those needs, when appropriate.
- J. Notify the building principal or the designated representative when leaving the building during the regular school day. Prior approval should be obtained when leaving at times other than during regular credentialed staff lunch period.
- K. Keep lesson plans, sub folders, seating charts, and related materials available and updated.
- L. Administer medicines only as authorized by the building administrator.
- M. Be reasonably responsible for school property and assigned equipment.
- N. Give each assigned student all reasonable assistance. It is the child's responsibility to seek, and the credentialed staff member's responsibility to make available, if needed, additional help due to an extended absence from school.
- O. Observe physical conditions affecting the health, safety, and comfort of students. Report to the building office any conditions adversely affecting the students.
- P. Make student referrals to appropriate support personnel, i.e., school nurse, guidance counselor, etc., according to established procedure.
- Q. Promote, advertise, or sell tickets for any organization during the regular school day only with approval of the building administrator.
- R. Staff dress will be professional "business casual" attire. "Business casual" attire will be reviewed with the Win/Win committee annually.

- S. Perform other educationally related activities during the normal contracted day, as assigned by the principal, unless agreed to go past by the credentialed staff member and no concern that the activity presents a clear and present danger to the health and safety of anyone.

## **ARTICLE 4: TEACHING CONDITIONS**

- I. The North Fork Local Board of Education and the North Fork Education Association believe that employees' work environment should be free from harassment of any form. Any employee who feels that he/she is being subjected to any kind of harassment should report such to his/her building administrator or superintendent. Procedures for reporting harassment are available in Board Policy and Administrative Guidelines.
- II. All credentialed staff at the 7-12 grade levels shall be provided one (1) regular class period during the students' day for non-pupil contact, for carrying out the duties of that position, except where more non-pupil contact time is required by state regulations.
- III. Elementary credentialed staff shall be provided 200 minutes per week of conference/planning time, with a daily schedule that will include a minimum of 30 continuous minutes of non-pupil contact during the students' day.

Every attempt will be made so that elementary credentialed staff shall not be assigned more than a regular class period of duty each day, such as bus, recess, lunchroom, or detention.

Each year a building team, which includes a grade level credentialed staff member, a special education credentialed staff member, a Win/Win representative, and a NFEA representative, will meet with the building administrator at least one (1) week prior to the first day for students to review a building duty schedule.

- IV. The regular credentialed staff's year shall consist of one hundred eighty three (183) days. In the event a change in the board adopted school calendar becomes necessary, it shall be altered only after consultation with the association. If a spring break is scheduled, make-up days shall not be scheduled during the spring break. The regular credentialed staff's day shall be no more than seven and one-half (7 ½) continuous hours, including a duty-free lunch period that is equal to the time provided students and is not less than thirty (30) consecutive minutes of non-pupil contact. Prior to the adoption of a school calendar specifying days for district-wide and parent conference days, the association will be provided a reasonable opportunity to provide input to the board regarding the school calendar.
- V. Only one principal will be responsible for the evaluation of each traveling credentialed staff member as determined by the superintendent.

The traveling credentialed staff member will be expected to attend one faculty meeting each month. Exceptions could be made for emergency meetings, but sufficient advance notice must be given to the assigned administrator.

The traveling credentialed staff member will have no more duty minutes per week than any regular classroom credentialed staff member. Travel time between schools shall not be considered lunch or conference time.

- VI. Every reasonable effort will be made to obtain substitute teachers, in the absence of regular and special education credentialed staff.
  - A. If the administration is unable to obtain a substitute, or if a substitute is needed for a limited period of time, i.e., a period or an hour, regular members of the faculty may be used. Period substitutes shall be reimbursed at eighteen dollars (\$18) per class time.
  - B. When daily substitutes are needed, all credentialed staff for substitutes can be considered as a final option, and will be compensated if they miss a daily planning/conference period. Reasonable effort will be made to rotate these credentialed staff members.
  - C. Credentialed staff members who fill in on a short term basis (more than two weeks) will receive an additional 10% of the staff member's per diem, per day they are working on administrative duties.
- VII. Credentialed staff will not be required to report to their assigned building when the building is closed by the superintendent or his/her designee.
- VIII. Separate work areas and toilet facilities should be provided for credentialed staff, away from student use or instructional activities to the degree possible. Any future major building remodeling shall include such separate facilities for credentialed staff.
- IX. Upon initial employment, a credentialed staff member shall be notified, no later than August 1, of his/her regular teaching assignment including: (a) the building where services are to be performed, (b) the subject/grade to be taught, (c) the time schedule of the regular credentialed staff members' day, (d) number of hours/periods in the students' day.

Any credentialed staff member currently employed by the board, whose assignment is changed in any of the above conditions, will be notified in writing by August 1, and in keeping with Article 10 of this Agreement - Assignment, Transfer and Vacancies.

The superintendent shall have the authority to assign or reassign any credentialed staff after August 1, upon notice and consultation with such credentialed staff member.

- X. Class size and class load should be of such equitable distribution and limits to allow for the best educational opportunities of the children. Therefore, the board and association agree that the following objectives should be pursued:
- A. Adequate instructional materials shall be provided for all students, including textbooks, consumable supplies, etc. The Board shall establish, and make known to the credentialed staff, a normal sequence for reviewing and updating text materials for the district. Professional development for new instructional programs should be given, prior to implementation.
  - B. No class size shall exceed the number of desks or teaching stations available for the number of students assigned at any one time.
  - C. Each classroom will be supplied with at least one (1) teacher's desk and two (2) adult-size chairs.
  - D. Each credentialed staff member will be provided a desk and lockable storage facility for use of maintaining records and other materials necessary in the performance of his/her respective assignment
  - E. Secondary (7-12) academic classes should not exceed twenty-five (25) pupils per period, nor should regular classroom credentialed staff members be assigned more than one hundred seventy (170) pupils in one (1) day, for the purpose of instruction. Assignment of secondary credentialed staff members should be so arranged that no one credentialed staff member has more than three (3) lesson preparations during any one (1) semester or year. While all attempts will be made to ensure a credentialed staff member will not have more than three preparations at the high school and junior high school level, if it becomes necessary to assign a credentialed staff member more than three (3) class preparations, the following guidelines will be put into place:
    - 1. A credentialed staff member with one hundred thirty five (135) students or more may have no more than three (3) preparations.
    - 2. A credentialed staff member with one hundred fifteen (115) to one hundred thirty-four (134) students may have no more than four (4) preparations.
    - 3. A credentialed staff member with up to one hundred fourteen (114) students may have up to five (5) preparations.

If by the end of the fourth week of the semester a credentialed staff member's load exceeds these guidelines, he/she shall be paid a one-time payment of \$200 (two hundred dollars) per semester.

Credentialed staff and building administrator will mutually determine optimum class size to meet the needs of the buildings specials/electives classes. In case

of disagreement, the credentialed staff member, building representative, building administrator, and superintendent will meet to resolve the disagreement.

- F. Self-contained elementary classrooms K-3 grades will be scheduled so that no such class will exceed twenty-eight (28) pupils in number (not including art, library, music, or physical education classes). Grades 4-6 will be scheduled so that no such class will exceed thirty (30) pupils in number. If classes at a grade level within an elementary school are scheduled to contain twenty-eight (28) for grades K-3 and thirty (30) pupils for grades 4-6, additional pupils may be scheduled into classes at that grade level, provided that no class in grades K-3 will be scheduled to exceed thirty (30) pupils or grades 4-6 will be scheduled to exceed thirty-three (33) pupils. Prior to scheduling a class to contain more than twenty-eight (28) for grades K-3 and thirty (30) pupils for grades 4-6, the building administrator will schedule a meeting with all credentialed staff at that grade level and a designated association representative to review alternative methods of scheduling.

#### G. Elementary Class Size Adjustment

Elementary classes subject to the scheduling limitations of Paragraph III, above, which exceed thirty (30) pupils for grades K-3 and thirty-three (33) pupils for grades 4-6 on October 15 will, within six (6) weeks thereafter, be reduced so that such classes do not exceed thirty (30) pupils for grades K-3 and thirty-three (33) pupils for grades 4-6 in number, unless the classroom credentialed staff member and administrator agree to a greater number of pupils. Reflecting board policy, open enrollment will be limited in grades K-6 when any grade level class size reaches an average of twenty-five (25) students per class.

#### H. Instructional Aides

Any credentialed staff assigned to an elementary class, to which twenty-eight (28) or more pupils for grades K-3 and thirty (30) or more pupils for grades 4-6 have been assigned, will be scheduled to receive the assistance of a teacher's aide (or volunteer aide) for not less than three (3) hours per scheduled school day, so long as the scheduled class size doesn't exceed maximum classroom enrollment. Building representatives and the building principal will confer regarding scheduling of the aide within the first two (2) weeks of exceeding maximum classroom enrollment.

- I. Special classes, governed by state or federal regulations, shall be in keeping with such provisions.

- XI. The regular school year shall consist of one hundred eighty three (183) days. Instruction shall be for one hundred seventy-eight (178) days. Of the one hundred eighty-three days, two (2) days may be used for parent-teacher

conferences and three (3) or more days may be used for orientation, in-service, or completion of records.

- XII. Parent-teacher conferences should be arranged at times mutually agreed to between the parent and teacher, at such frequency as necessary to benefit the child involved.

Scheduled parent-teacher conference days shall be arranged by the administration, after consultation with the building faculty, and may commence at a time other than the regular starting time of the credentialed staff member; however, such scheduled time shall not exceed a continuous seven and one-half (7½) hours.

- XIII. Staff meetings shall be considered a part of the credentialed staff's regular day. In the event that staff meetings exceed the credentialed staff's regular duty day, the maximum amount of time allowed beyond the credentialed staff's regular duty day is a total of one (1) hour per month. Administrative called staff meetings extended beyond the credentialed staff's regular duty day shall be limited to two (2) per month, with at least five (5) days advance notice being given to the faculty, except in the case of urgent necessity as determined by the building administrator.
- XIV. A procedure shall be developed in each school to ensure credentialed staff will not need to hold money overnight.
- XV. Release time shall be granted for curriculum planning and/or assessment testing and scoring. If the association determines that substantial time is being spent by credentialed staff beyond the regular duty day, at the option of the association, the board agrees to reopen negotiations on this subsection exclusively.
- XVI. All credentialed personnel shall be admitted, free of charge, to any school sponsored activity.
- XVII. The district will provide to the bargaining unit members the opportunity to receive flu shots at the District's expense, unless in financial caution, watch, or emergency.
- XVIII. Credentialed staff who are required to participate in school related issues after contract hours will be compensated at twenty-five (25) dollars per hour based on prior administrative approval, and payable upon an approved time sheet.
- XIX. Each credentialed staff member shall submit weekly standards based lesson plans to his/her building administrator electronically or by hard copy by 9:00 a.m. Monday morning for the current week.

- XX. In compliance with board policy, members shall not use tobacco products in school buildings, in school-owned vehicles, or on school property. At board expense, a smoking cessation program will be provided for interested credentialed staff.

Members who violate this regulation shall be subject to discipline.

- XXI. Staff cell phone use, including texting and internet, will not be permitted for personal use during any instructional time the teacher is scheduled with students, unless for emergency purposes.

- XXII. Credentialed staff members are required to create three e-calamity day lessons for each of his/her graded classes. The e-calamity day lessons must be turned into the building administrator by the end of the school day on the third Friday of October. Teachers will have the ability to update or replace lessons based on current instructional progress, by resubmitting the updated lessons to the building administrator. Credentialed staff members must allow students two weeks to complete the assigned lessons.

The e-calamity day lessons are part of the lesson plan procedure; therefore they could be included in a credentialed staff member's professional evaluation. Credentialed staff will be provided professional development time to create these lessons. Credentialed staff members will not be charged for a scheduled leave day, but are still required to be available by email contact should a parent and/or student have a question about the lesson, provided internet availability. Non-graded credentialed staff members must either make up the day, take a leave day, or take a dock day, with approval of building administrator.

## **ARTICLE 5: LEAST RESTRICTIVE ENVIRONMENT**

The following shall be provided to all bargaining unit members who have special needs students integrated into their regular classrooms:

- I. The regular classroom credentialed staff member shall participate in the development and implementation of the Individualized Education Plan (IEP) for students he/she serves and shall make necessary adaptations of curriculum and evaluation.
- II. As approved by the superintendent, the district shall provide paid release time for members to attend in-service programs.
- III. Up-front assistance with curriculum modifications, grade determination, and alternative assessments shall be provided to classroom credentialed staff members, in preparation for the placement of the special needs student(s).
- IV. As approved by the superintendent, staff assignments and class sizes shall be modified when appropriate, to meet the students' needs.
- V. Materials, supplies, and specialists shall be provided to the classroom credentialed staff member, to ensure meaningful instruction for the special needs student(s).
- VI. Provision will be made for attention to physical care, medical or hygienic procedures of special needs student(s) that will not result in the regular classroom credentialed staff member leaving his/her classroom unattended.
- VII. An inclusion team may meet weekly, as deemed necessary by any member of the team, to address issues that may arise. The inclusion team meetings will be no more than one (1) hour in length and must occur outside of the contracted school day as approved by the building administrator. Said team may consist of inclusion teachers, classroom teachers, instructional aides, and the building administrator. Reimbursement will be at the home instruction tutor rate. Time sheets must be submitted at the end of each grading period and in accordance with the payroll calendar schedule.

## ARTICLE 6: CONTRACTS

### I. Individual Contracts

- A. All credentialed staff employed by the board to perform regular duties shall be issued written contracts in accordance with provisions of the Ohio Revised Code. All contracts shall include the following information:
1. Name of credentialed staff member.
  2. Name of school district.
  3. Type of contract, limited or continuing.
  4. If limited, the number of years the contract is to be in force.
  5. The annual compensation to be paid and the basis for determining this compensation, provided that such information shall be given only on the initial year of a multi-year limited contract or a continuing contract, and thereafter shall be given with the annual salary notice during the term of the contract.
  6. A statement that the credentialed staff member agrees to abide by the master contract in effect between the board and NFEA and other related board policies and administrative procedures.
  7. The contract shall contain the signatures of the board president, board treasurer, and the credentialed staff member, along with the date of issuance.
- B. The issuance or renewal of a limited or continuing contract should occur no later than June 1.

Contract documents must be returned to the treasurer of the board with the signature of the bargaining unit member within ten (10) days after delivery to the bargaining unit member. Failure to return the signed contract to the Board Treasurer within twenty (20) calendar days after delivery to the bargaining unit member will be deemed a rejection of the offer of employment and any claim to the position or assignment offered in the contract document.

### II. SEQUENCE OF CONTRACT ISSUANCE

- A. Normal sequence of limited contracts shall be as follows:
1. One (1) year contract, upon initial employment;
  2. One (1) year, upon reemployment, for a second contract;

3. Two (2) years, upon reemployment, for third contract;
  4. Three (3) years, upon reemployment for succeeding contract(s).
- B. Any credentialed staff member on or eligible to receive a multi-year contract, shall only be offered a contract of less duration based on reason(s) that have been identified in the evaluation process between the employee and his/her evaluator(s).
- C. Upon the recommendation of the superintendent, the board may grant a one (1) year probationary contract on the following conditions:
1. The superintendent shall notify the unit member, in writing, on or before June 1, of his/her intent to recommend a probationary contract. Reasons directed at the professional improvement of the unit member shall be included with the notification. The board will also notify the unit member, on or before June 1, of its action upon the superintendent's recommendation.
  2. Upon the conclusion of the probationary contract, the unit member must be returned to the normal contract sequence, or offered one (1) additional probationary contract, or notified of the board's intent not to renew such contract pursuant to law.
- D. The sequence of limited contract provisions of this agreement will not apply to a bargaining unit member eligible for a multi-year limited contract who has been absent from duty for one hundred twenty (120) or more school days during the final year of a limited contract, by reason of approved leave of any kind. Such bargaining unit member may either be awarded a one (1) year limited contract or a multi-year limited contract. Upon subsequent re-employment, the member will be subject to the sequence of contract provisions above.
- E. Credentialed staff who intend to become eligible for the awarding of a continuing contract will:
1. Notify the building administrator and board's treasurer, in writing, not later than October 1 of the school year in which eligibility is expected to occur.
  2. Provide professional credentials that must be on file with the board's treasurer by April 1.
  3. Notify the board's treasurer, in writing, that all requirements to obtain a continuing contract have been met by April 1 of that school year (see Appendix I).
  4. Credentialed staff employed under a limited contract that does not expire in the current year shall be considered for the award of a continuing contract, only after the teacher waives the remaining term of the limited contract.

5. A continuing contract request must have a district administrator's positive reference letter sent by the administrator, to the superintendent, prior to the award of a continuing contract.
  6. Evaluations must be completed, with satisfactory assessment, prior to the award of a continuing contract. If the evaluation and/or the administrator's letter is not satisfactory, the individual will remain at his or her regular sequence of the contract.
- F. No credentialed staff member will be eligible for any contract, status, or teaching position unless the appropriate credentials for such status or position are on file with the treasurer of the board.
- G. Credentialed staff involved in the Resident Educators program, or other mentorship program, when provided, must successfully complete all requirements set forth by the program's administrators in order to maintain a contract.
- H. All credentialed staff must maintain an up-to-date certificate/license and to apply and qualify for the renewal and classifications for the position employed of any certificate/license prior to expiration. The board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

## ARTICLE 7: EDUCATIONAL SUPPORT

### I. HOME INSTRUCTION TUTORS

Certified personnel who work with students placed on home instruction, for medical or behavior concerns will be paid at the rate of:

2014-2015 - \$25 per hour  
2015-2016 - \$25 per hour  
2016-2017 - \$25 per hour

### II. INDEPENDENT STUDY

A. Certified personnel who work with students, approved for independent study, outside of the regular contract day, will be paid at the following rate:

First Student	Second Student	Each additional Student beyond two
<i>1 credit</i> \$500	+ \$250	+\$125
<i>½ credit</i> \$250	+ \$125	+\$63
<i>¼ credit</i> \$125	+ \$63	+\$32

### III. VIRTUAL LEARNING ACADEMY (VLA)

A. Certified personnel who work with students who are approved for virtual learning academy will be paid at the following rate per course:

28-36 lessons (completed)	\$240 per student
19-27 lessons (completed)	\$180 per student
10-18 lessons (completed)	\$120 per student
0-9 lessons (completed)	\$60 per student

B. The board will provide a stipend for a VLA coordinator in the amount of \$3,000.00 annually.

### IV. SPECIAL STIPEND FUND

A. The board will appropriate six thousand dollars (\$6,000.00) annually to a special stipend fund set up for credentialed staff to apply for a stipend, up to \$300, for their services and/or for supplies for sponsoring a special project. The fund is available for credentialed staff members to provide sponsorship for an activity. Credentialed staff will submit an application prior to the start of

- any project to the Win/Win Committee, who will review each application and determine the appropriateness and the amount to be rewarded.
- B. After the Win/Win committee approves a special stipend fund application for project supplies, the teacher will complete a requisition to obtain the funds needed to purchase the necessary project supplies. The requisition amount is not to exceed three hundred dollars (\$300) for requested supplies.
  - C. The stipend will be payable upon completion of the project and submission of a project summary for review by the Win/Win Committee.

## **ARTICLE 8 : STANDARDS BASED EVALUATIONS**

### **I. Philosophy**

The North Fork Board of Education is adopting a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers developed under the section of the Ohio Revised Code. This teacher evaluation policy is adopted in conformance with said framework.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth.

This policy has been developed in consultation with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to work with the North Fork Association President to establish and maintain an ongoing Evaluation Policy Consultation committee, for the express purpose of recommending necessary changes to the Board and Association for the appropriate revision of this policy. This committee shall be comprised of four (4) association members (one from each building) and four (4) members appointed by the Superintendent. During each year of the contract, there shall be a minimum of one meeting per year to be held no later than June 15th. More meetings may be requested by either the Superintendent or the North Fork Association President if they are needed.

### **II. Definitions**

A. "OTES" – Ohio Teacher Evaluation System as spelled out in the Ohio Revised Code.

B. "Teacher" – This policy applies to the following employees of the District:

1. "Teachers" working under a license issued under the Ohio Revised Code who spend at least fifty percent of their time providing content-related student instruction;
2. "Teachers" working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spends at least fifty percent of their time providing content-related student instruction;
3. "Teachers" working under a permanent certificate issued under the Ohio Revised Code as it existed prior to September 2006 who

spend at least fifty percent of their time providing content-related student instruction; and,

4. “Teachers” working under a permit issued under the Revised Code who spend at least fifty percent of their time providing content-related student instruction.

NOTE - \*Full time bargaining unit members, non-instructional teachers who do not meet the “teacher” definition will be evaluated using locally developed measures developed by the OTES committee and approved by the Superintendent and the Board of Education. (see Article 9)

- C. “Credentialed Evaluator” – For purposes of this policy, each “teacher” subject to evaluation will be evaluated by a person who:
  1. Meets the eligibility requirements under the Ohio Revised Code; and
  2. Holds a credential established by the Ohio Department of Education; and
  3. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; or
  4. A qualified and credentialed person from the County Educational Service Center (ESC) who is used to evaluate only accomplished/ proficient personnel and employees who are not new to the district. Such person must hold a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under the Ohio Revised Code.

\*Note: A qualified and credentialed evaluator cannot be a bargaining unit member and a bargaining unit member cannot evaluate another member.

- D. “Student Growth Measure (SGM)” – Tool or assessments that are used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE’s list of assessments for “teachers” where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

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

### III. Standards-Based “Teacher” Evaluation

- A. Teacher evaluations will utilize multiple factors, with the intent of providing a fair and meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

1. Accomplished;
2. Skilled;
3. Developing; or
4. Ineffective.

The above represents the standards created by the State Board of Education which will be used and are incorporated herein by reference.

- B. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- C. An annual evaluation report shall be filed with the Department of Education per Ohio Revised Code.
- D. Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth, if available. If the approved student growth measures (SGM) data is unavailable for any reason or unreliable, then the total (100%) evaluation will be based upon the 50% observation data.
- E. Each teacher shall be notified electronically or in writing of the name and position of his or her evaluator no later than September 15. Any teacher hired or relocated after the first student day shall be notified electronically or in writing of his or her evaluator within fifteen (15) days of his or her first day worked.
- F. A teacher who receives an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation will be evaluated every two years.
- G. All teacher evaluations will be completed by May 1. Teachers evaluated under this policy will be provided with a written copy of their evaluation

results by May 10. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report.

H. Any teacher who will be non-renewed will be notified by May 10.

#### IV. Assessment of "Teacher" Performance

A. Teacher performance will be evaluated during two cycles of formal observations and periodic classroom walk-throughs. Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained-credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

1. Understanding student learning and development and respecting the diversity of the students they teach;
2. Understanding the content area for which they have the instructional responsibility;
3. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
4. Planning and delivering effective instruction that advances individual student learning;
5. Creating learning environments that promote high levels of learning and student achievement;
6. Collaborating and communicating with students, parents and other educators, district administrators and the community; and,
7. Assuming responsibility for professional growth, performance and involvement.

B. The evaluation tools shall be aligned to the Ohio Standards for the Teaching Profession and the Ohio Teacher Evaluation System Performance Rubric. (See Appendix 1, pp. 9-16)

#### VI. Training

A. All teachers and staff members who will be evaluated herein will receive in-service training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to

beginning their work. In-service trainings will be offered as determined by majority vote of the OTES committee.

- B. In the case of a new hire, such in-service shall occur within thirty (30) days of the first day worked.
- C. Additional in-service on the teacher evaluation framework and system will be offered if and when changes to the framework and system occur and may include the tools, processes, methodology, and the use of student growth measure data.

## VI. Observation Procedure

### A. Formal Observations

1. All teachers shall be evaluated based on two (2) observations each school year. One additional observation may be requested by the teacher no later than April 15.
2. Teachers on a limited contract who are under consideration for non-renewal shall receive at least three (3) observations.
3. The first observation must be completed by December 15.
4. The second/third observation must be completed by May 1.
5. There will be at least fifteen (15) school days between the first and second observations.
6. The announced observation may be preceded by a conference between the evaluator and the teacher if requested by either party in order for the teacher to explain plans and objectives to be observed.
7. If a pre-conference is requested prior to an observation, the observation date and time will be scheduled. If a pre-conference is not requested, then the observation will be scheduled within a five (5) day window by the building administrator.
8. A post-observation conference shall be held within ten (10) working days in session after the observation where the evaluator will give the teacher the completed observation form. The post observation conference will include reflection from both parties.

9. Any scheduled observation may be rescheduled at the request of either the teacher or building administrator provided request is within the constraints of evaluation timelines.
10. Observations may not be conducted the day before or immediately following a holiday break, nor during the first ten student days, unless mutually agreed to by both parties.
11. The teacher shall have the right to make a written response to the observation and to have it attached to the observation documentation.

B. Periodic Walkthroughs

1. The walkthrough evaluator shall be as discreet as possible, so as not to unreasonably disrupt the learning environment.
2. A minimum of two (2) walkthroughs shall be included in each observation cycle.
3. Walkthroughs will be no less than three (3) minutes and no more than fifteen (15) minutes.
4. Written or electronic feedback will be given to the teacher within five (5) work days for all walkthroughs included in the evaluation.
5. If requested by the teacher or administrator, a final debriefing shall be held with the “teacher” by the evaluator within five (5) working days of the request. Any corrective action will be addressed in this debriefing.
  - a. The teacher shall have the right to make a written response to the walkthrough feedback and to have it attached to the feedback documentation.

Note: At the agreement/discretion of the Superintendent or Administration and the NFEA, any OTES timeline may be adjusted due to unforeseen circumstances.

VII. Fairness

- A. Should an issue arise with the teacher evaluation policy in which a teacher believes that fundamental fairness has not occurred, he/she shall have the following rights:

1. Shall be allowed to request a different evaluator, assigned by the Superintendent or his designee, and such request shall be honored by the District. This could occur due to a disagreement with the level of student growth, the rating of performance and/or the summative, or overall, evaluation rating.
2. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of impending adverse personnel action.
3. Any violation of either procedural due process of law or arbitrary or unreasonable action shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract. If a person had a multiple year contract and was being non-renewed or dismissed, any violation in a previous year would not result in this automatic re-employment.

#### VIII. Assessment of Student Growth

##### A. Teacher Categories:

###### A1 Teachers (Value added only – 50%)

- If value added is available a teacher must use this category
  - This only will be used for the percentage of schedule a teacher has in value added.
  - Will only count for the minimum percentage allowed by law.

###### A2 Teachers (Value added - 25% + SLO - 25%)

- Teachers that have a combination of value added and student learning objectives (SLO)
  - Value added percentage will only count for the minimum percentage allowed by law according to the instructional day.
  - The SLO will count for the remainder.

###### C Teacher (SLO only – 50%)

- All other teachers will be Category C, those teachers in non-tested grades and subjects without comparable value added data. These teachers and teachers from Category A1 and A2 will use the SLO process.
- The teacher must have at least two SLOs.
- All SLOs will be approved by individual building administrators. If there is a discrepancy of approval, an additional administrator can be consulted.

- B. Student Learning Objective (SLO) Timelines
- All teachers will completely fill out the SLO application which must contain all seven components of an SLO.
  - SLOs must be submitted to the building administrator prior to September 30.
  - Semester classes
    - 1<sup>st</sup> semester classes must submit the application prior to September 30.
    - 2<sup>nd</sup> semester classes must submit the application prior to February 15.
  - Final results of the SLOs must be reported to the evaluator prior to May 1.
- C. Data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected, or (3) Below student growth levels.
- D. In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five (45) or more excused or unexcused absences for the school year from the classroom.
- E. If a student is not enrolled, absent, or a combination of both for forty-five (45) days or more, the student can be excluded from the SLO data.

IX. Professional Growth and Improvement Plans

- A. Based upon the results of the annual teacher evaluation as converted to the “Evaluation matrix” (see appendix 2), each teacher must develop either a professional growth plan or professional improvement plan as follows:
1. Teachers on an evaluation cycle will develop a professional growth plan with his or her credentialed evaluator.
  2. Teachers with an overall rating of developing or ineffective will have an improvement plan for the following school year.
  3. Teachers with deficiencies in performance as documented with evidence will have an improvement plan developed by the evaluator. This may occur at any time during the school year.
  4. Professional growth plans shall be submitted to the credentialed evaluator no later than September 30.
  5. Required improvement plans based on overall rating shall be collaboratively developed between the teacher and credentialed evaluator no later than September 30.

X. Professional Development

- A. The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers as set forth in the collective bargaining agreement.
- B. The Board shall provide for the allocation of financial resources to support professional development.

XI. Personnel Decisions

- A. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement for use by district administrators in making retention and promotion decisions based on evaluation results.
- B. Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations as set forth in the collective bargaining agreement. For the purpose of determining which evaluations are “comparable”, all members rated “accomplished” shall be deemed comparable to one another; all members rated “skilled” shall be comparable to one another; all members rated “developing” shall be comparable to one another; and all members rated “ineffective” shall be deemed comparable to one another.

XII. Poorly Performing Teachers

- A. Poorly performing teachers are identified through the evaluation process set forth in these policies who receive an ineffective rating. A poorly performing teacher demonstrates an inability and/or unwillingness to meet the reasonable expectations of this standard based evaluation system.

XIII. Retention, Removal and Promotion of Poorly Performing Teachers

- A. It is the purpose of this policy to improve the quality of instruction, enhance student learning, and be a model of professional growth intended to be used continually to assist educators in improving teacher performance. The process is to be collaborative and in support of the teacher. Through this process, the Board will use this data to assist in employment decisions, including retention, promotion of teachers, renewal of teaching contracts, and where necessary and with reliable data, removal/non-renewal of poorly performing teachers.
- B. A teacher who is assigned an evaluation rating of two consecutive Ineffective ratings can be non-renewed and/or terminated.

- C. The removal of poorly performing teachers shall be in accordance with the ORC and any applicable provisions of the Collective Bargaining Agreement.
- D. Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement between it and the North Fork Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy in accordance with the Ohio Revised Code notwithstanding the teacher's summative rating.

XIV. Remediation of Deficiencies Identified During Observations and Walkthroughs

- A. The improvement plan, as outlined in this section, shall detail:
  - 1. Performance issues documented as deficient;
  - 2. Specific performance expectations;
  - 3. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
  - 4. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
  - 5. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under an improvement plan.
- B. If an improvement plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. An improvement plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.
- C. If an improvement plan is developed after March 1, the plan shall be continued into the next school year.

## **ARTICLE 9: NON-INSTRUCTIONAL CREDENTIALLED STAFF EVALUATIONS**

### **I. DESIGNATION OF EVALUATION PROCEDURE**

The procedures and forms for the evaluation of the professional performance of members of the bargaining unit, jointly developed by the board and the association as hereinafter set forth, will be used for the duration of the agreement for evaluation of bargaining unit members employed under permanent, as well as, limited teaching contracts, expiring during the term of this agreement. The procedural requirements of the evaluation procedures will be subject to the grievance procedure of Article 24 of this agreement provided; however, no grievance may be filed challenging the judgment of an evaluator, as set forth in an evaluation document, or any employment recommendation based on judgments set forth in an evaluation document.

### **II. NON-INSTRUCTIONAL CREDENTIALLED STAFF EVALUATION PROCEDURE**

#### **A. Statement of Purpose**

The board, administration, and association recognize the responsibility of building administrators and supervisors to continually evaluate the performance of credentialed staff. The administration of the North Fork Schools is dedicated to the task of working cooperatively, with the professional staff.

#### **B. Procedure – Limited Contract/ 1 year limited contracts**

All credentialed staff who are eligible for the renewal of a one year limited contract will be observed no less than two (2) times prior to each evaluation and receive two (2) written formal evaluations during the current school year. In any school year, when an administrator has specific professional concerns with a credentialed staff member's professional performance, he/she may begin the evaluation process, increase the number of observations, and increase the number of evaluations. The added observations and evaluations, due to professional concerns, may begin at any time during the school year, and are not subject to the timeline deadlines identified in the following paragraphs. The building administrator shall meet with the credentialed staff member to be evaluated in order to establish professional and personal growth goal(s) on or before October 15. Timelines are as follows:

#### **Step One**

A pre-conference meeting shall be held on or before September 30 with all individuals to be evaluated. This can be done individually or as a group to discuss growth goals, procedures, and guidelines.

The building administrator shall meet with the credentialed staff member to be evaluated to establish educational growth goal(s) and self-assessments on or before October 15. A building administrator may establish additional goal(s) for the credentialed staff member if it is felt that a particular area needs to be addressed. An asterisk on the growth goal form shall note any goal that is not mutually established. Educational growth goals will consist of what the credentialed staff member would like to do to enhance their individual job.

### Step Two

At least two observations of no less than thirty (30) minutes and the first evaluation shall be held on or before January 15. The credentialed staff member must complete one self-assessment for one of the administrator's observations. A copy of each write up will be given to the staff member for his/her review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation, to discuss the observation and/or evaluation.

### Step Three

The final observations of no less than thirty (30) minutes to be followed by a formal written evaluation shall be held on or before March 31. A copy of each write up will be given to the staff member for his/her review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation to discuss the observation and final evaluation.

## C. Procedure – Limited Contract- 2/3 year limited contracts

All certified staff who are eligible for the renewal of either a two or three year limited contract will be observed no less than two (2) times and receive two (2) written formal evaluations during the current school year. In any school year, when an administrator has specific professional concerns with a credentialed staff member's professional performance, he/she may begin the evaluation process, increase the number of observations, and increase the number of evaluations. The added observations and evaluations due to professional concerns may begin at any time during the school year, and are not subject to the timeline deadlines identified in the following paragraphs. The building administrator shall meet with the teacher to be evaluated in order to establish professional and personal growth goal(s) on or before October 15. Time lines are as follows:

### Step One

A pre-conference meeting shall be held on or before September 30 with all individuals to be evaluated. This can be done individually or as a group to discuss growth goals, procedures and guidelines.

The building administrator shall meet with the credentialed staff member to be evaluated to establish educational growth goal(s) and self-assessments on or before October 15. A building administrator may establish additional goal(s) for the credentialed staff member if it is felt that a particular area needs to be addressed. An asterisk on the growth goal form shall note any goal that is not mutually established. Educational growth goals will consist of what the credentialed staff member would like to do to enhance their individual job.

### Step Two

At least one observation of no less than thirty (30) minutes and the first evaluation shall be held on or before January 15. The credentialed staff member must complete one self-assessment for one of the administrator's observations. A copy of each write up will be given to the staff member for his/her review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation to discuss the observation and/or evaluation.

### Step Three

The final observation of no less than thirty (30) minutes to be followed by a final formal written evaluation shall be held on or before March 31. A copy of each write up will be given to the staff member for their review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation to discuss the observation and final evaluation.

## D. Procedure – Continuing Contract

A building administrator, at his/her professional discretion, may evaluate a credentialed staff member, on continuing contract, one time every five (5) years. In any school year during the five year period, an administrator who has just and due cause, and who has specific concerns of that credentialed staff member's professional performance, may begin the evaluation process, increase the number of observations, and increase the number of evaluations. The added observations and evaluations, due to professional concerns, may begin at any time during the school year and are not subject to the timeline deadlines identified in the following paragraphs. The building administrator shall meet with the teacher to be evaluated to establish professional and personal growth goal(s) on or before October 15. Timelines are as follows:

### Step One

A pre-observation conference meeting shall be held on or before September 30 with all individuals to be evaluated. This can be done individually or as a group to discuss growth goals, procedures, and guidelines.

The building administrator shall meet with the teacher to be evaluated to establish educational growth goal(s) and self-assessments on or before October 15. A building administrator may establish additional goal(s) for the teacher if it is felt that a particular area needs to be addressed. Educational growth goals will consist of what the credentialed staff member would like to do to enhance their individual job.

### Step Two

At least one observation of no less than thirty (30) minutes and the first evaluation shall be held on or before January 15. The credentialed staff member must complete one self-assessment for one of the administrator's observations. A copy of each write up will be given to the staff member for their review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation.

### Step Three

The final observation of no less than thirty (30) minutes to be followed by a final, formal, written evaluation shall be held on or before March 31. A copy of each write up will be given to the staff member for his/her review at least one day prior to the post-observation conference. A post-observation conference shall be held within ten (10) school days following the observation to discuss the observation and/or the final observation.

- E. A credentialed staff member has the privilege to request one (1) additional observation with written documentation by a different building administrator, assigned by the superintendent or designee, which must be completed by March 31.
- F. Those credentialed staff members who may be deficient in some areas may be evaluated by the building administrator, whether or not their contract expires that year. An appeal on the evaluation may be made to the superintendent or his/her designee. The evaluation must be completed by March 31.
- G. The original copy of the evaluation will be in the possession of the building administrator during the current school year. When completed, the original will

be placed in the credentialed staff member's personnel file in the board of education office. A copy of the entire document will be provided to the staff member being evaluated.

- H. If extenuating circumstances would keep the credentialed staff member or building administrator from meeting timelines, those dates could be changed by written mutual agreement of both parties. The building administrator shall give the association's president seven (7) days' notice of the anticipated need to extend a timeline.
- I. The evaluation procedure forms appear as Appendices A-C to this agreement, and are incorporated into this article by reference, as if fully rewritten herein. The notification of evaluation form located at Appendix A will be used for all evaluations.
- J. The parties intend that the application of the evaluation policy as provided herein will fully satisfy the procedural evaluation requirements required by sections of the Ohio Revised Code.

## **ARTICLE 10: ASSIGNMENTS, TRANSFERS AND VACANCIES**

- I. The assignment of staff members and their transfer to positions in the various schools and departments of the district shall be made by the superintendent on the basis of the following criteria, which are listed in order of priority:
  - A. Qualifications of staff members compared to those of outside candidates, both for the position to be vacated and for the position to be filled.
  - B. Contributions which the staff member could make to the students in the new position.
  - C. Desire of staff member regarding assignment or transfer.
  - D. Opportunity for professional growth.
  - E. Length of service in the North Fork Local School District.

The superintendent reserves the right to make reassignments which, in his/her sole and exclusive opinion, are in the best interest of the district.

### **II. VOLUNTARY TRANSFERS**

Credentialed staff, to be considered for a voluntary transfer to a new or existing position, shall indicate such interest to the superintendent on an annual form prepared by the superintendent's office which requests information on the credentialed staff member's intentions for the succeeding school year. This form will be submitted in March and shall be returned by April 1. This request shall remain in effect until the start of the succeeding school year. A copy of said request shall be given to the credentialed staff members building administrator or immediate administrator. If the request is granted, the credentialed staff member shall be notified as soon as possible. If the request is denied, the superintendent shall notify the credentialed staff member in writing with reasons for said denial within fifteen (15) working days (Monday through Friday) of filling the vacancy.

### **III. INVOLUNTARY TRANSFERS**

Involuntary transfers may be initiated at the discretion of the administration pursuant to the following procedures:

- A. A conference between the superintendent and the credentialed staff member shall take place before official written notice is made. Such conference shall be scheduled at least fourteen (14) days prior to the effective date of the transfer. The required fourteen (14) day period shall be waived, due to circumstances that occur after August 1 which require immediate action on the part of the

Administration (e.g., late resignations, retirements, death or disability of a credentialed staff member).

- B. Credentialed staff shall not be transferred to a position for which they do not hold credentials, unless the credentialed staff member voluntarily consents to a supplemental license.
- C. Credentialed staff required to move classrooms in an involuntary transfer will be compensated upon administrator approval fifty dollars (\$50) a day, up to two (2) days.

#### **IV. NOTICE OF VACANCIES**

- A. Notice of vacancies and new positions within the credentialed staff shall be sent electronically to all staff personnel by the administrative office and included on the district's hotline in lieu of posting on faculty bulletin boards and in faculty memoranda as they occur.
- B. Vacancies that occur after the first student day of school will be filled with a temporary replacement for the remainder of the year. The vacancy will be posted within fifteen (15) days of the opening, and the successful staff member will not be placed in the vacancy until the beginning of the next school year, unless the superintendent deems that immediate placement will be in the best interests of the district.

## **ARTICLE 11: PERSONNEL FILES**

- I. The official personnel files of all credentialed staff shall be kept in the district administrative office. Any credentialed staff member shall have the right, during regular office hours, to examine his/her file upon request to the superintendent.
  
- II. Credentialed staff shall retain the right to add comments and rebuttals to documents and to secure one (1) copy of any item therein without charge. Every item in the file is to be dated at the time it is entered. Credentialed staff shall be notified in writing each time an additional item is placed in his/her personnel file, except items submitted by the credentialed staff member or items required by law to be placed in such file. All items being entered into the personnel file must be dated and signed by the person entering the material. Every credentialed staff member shall also have the right to indicate those documents in the file which he/she believes are obsolete or otherwise inappropriate to retain. After a joint review with the board's treasurer or his/her designee, materials deemed obsolete by mutual concurrence shall be destroyed.
  
- III. When members of the public request inspection of public records contained in credentialed staff's personnel files, the board will monitor such inspection to ensure that the records retained in such files are neither removed, added to, or altered. Each credentialed staff member subject to such request will be notified of the request within one (1) working day thereafter. This provision does not include reviews of records contained in credentialed staff's personnel files by school personnel, members of the board, or its designee acting in an official capacity.

## **ARTICLE 12: LEAVE PROVISIONS**

Application for all paid and unpaid leave must be submitted to the building administrator and/or designee at least seventy two (72) hours prior to the date such leave is to be taken. When emergency situations arise, making this compliance impossible, besides notifying the building administrator or designee on the day of the absence, completion of the kiosk must be submitted to the building administrator and/or designee on the day the employee returns to work. Failure to complete the necessary form may result in dock of pay.

### **I. ASSAULT LEAVE**

- A. Any member of the bargaining unit employed by the board who is assaulted while in the course of such credentialed staff's employment, and who is temporarily disabled by any injury resulting from such assault, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave, on such terms and conditions as hereinafter provided.
- B. To be eligible for assault leave, the certificated employee shall apply for, and be granted Workers' Compensation payments, in lieu of wages, or wage continuation as determined by the Treasurer, or third party consultant. If such Workers' Compensation benefits are paid, the board shall pay to such employee the difference between the benefits received from Workers' Compensation and the employee's regular salary. For those days that compensation is made to the injured employee by the Bureau of Workers' Compensation, there shall be no deduction from the accumulated sick leave of the employee.
- C. Any sick leave days deducted during the period the injured employee was awaiting eligibility for Workers' Compensation payments, in lieu of wages, shall be reinstated upon granting of the benefits.
- D. An injured employee, who has insufficient sick leave accumulation to cover the period such employee is awaiting, eligibility shall be advanced a sufficient number of days, provided such advancement shall not exceed those number of sick leave days that can be earned during the balance of the current school year.
- E. Assault leave as provided herein shall not exceed more than thirty (30) days, and shall terminate at such time Workers' Compensation benefits are terminated, whichever first occurs. Assault leave will be terminated when the credentialed staff member has been released by the attending physician or psychologist.

### **II. ASSOCIATION LEAVE**

Association leave shall be granted for attendance of a representative or elected official of the association at professional association meetings. Such leave shall not

exceed a total of eight (8) teacher days. The president of association shall notify the Superintendent five (5) days in advance of said meeting and the person(s) attending.

### **III. JURY DUTY**

Members receiving notices to serve on jury duty shall promptly notify their building principal, the substitute caller, and submit a copy of the notice to the board's treasurer. Members required to report and/or serve on jury duty shall receive their regular compensation. All remuneration received for reporting and/or serving on jury duty shall be assigned to the board's treasurer.

### **IV. MILITARY LEAVE**

Members of the bargaining unit shall be granted military leave in accordance with the Ohio Revised Code.

- A. Any member of the bargaining unit will be granted leave, with pay, for military reasons, up to a maximum of thirty-one (31) days per school year. Any additional time will be an unpaid leave of absence.
- B. Any member who is required to go into active duty shall be paid the lesser of five hundred dollars (\$500) or the difference between pay received for such leave and the unit member's regular salary for the number of days involved as per the Ohio Revised Code.
- C. The member is required to submit to the treasurer verification of performance of such duty and payment received; or, in lieu of payroll deduction, can endorse a check for military duties over to the board.
- D. Credentialed staff who enter the Armed Forces or the auxiliaries thereof, and who return from such service with other than a dishonorable discharge, shall be re-employed by the board under the same type of contract held at the time of entering the Armed Forces.
- E. Applications for reinstatement must be made no later than thirty (30) days prior to the expected day of return and not more than ninety (90) days after the discharge or release from the Armed Forces.
- F. Years of absence for military service shall be counted as though the teaching had been performed for the purpose of placement on the salary schedule. A maximum of five (5) years military service may be credited for salary placement.
- G. For salary purposes, total months of duty shall be divided by twelve (12) and the salary credit for each year shall be given for each year of service. The

employee will still receive and pay for insurance benefits in the same manner as if they were actively working.

- H. A partial year of eight (8) months or more shall be counted as a year of service.
- I. The board is authorized to suspend the contract of a credentialed staff member whose services became unnecessary by reason of return of a teacher from the services in the Armed Forces.

## **V. PARENTAL LEAVE**

Parental Leave: credentialed staff shall, upon request, be granted leave subject to the following conditions:

### **A. SICK LEAVE FOR MATERNITY/PATERNITY PURPOSES**

- 1. Paid maternity leave will begin the date the child is born, for a maximum of sixty (60) work days if accumulated sick leave is available.
- 2. Paternity leave will begin the date the child is born, for a maximum of five (5) work days. The superintendent may approve the use of additional time for the father to assist in the care of the mother and/or child. This does not preclude further use of sick leave by the father if complications arise.
- 3. If, on the sixty-first (61) day, documentation that a catastrophic condition still exists, and the credentialed staff member has unused sick leave available, the superintendent may approve the use of additional sick leave for maternity leave. Any additional time will be unpaid leave.
- 4. Sick leave, as authorized under this section, shall not exceed that number of accumulated and unused sick leave days to the credit of the credentialed staff member and earned during that period of such leave.
- 5. Mother and father members of the bargaining unit shall not be granted leave under this article in the same school year as his or her spouse, unless approved by the superintendent.

### **B. MATERNITY LEAVE WITHOUT PAY**

See unpaid leave

## C. INSURANCE

Credentialed staff, whose unpaid maternity leave exceeds sixty (60) days, shall be carried on the board's employee roll and be eligible to obtain group insurance benefits at their own expense.

## D. ADOPTION LEAVE

1. Accumulated sick leave may be used for reason of adoption and may not exceed sixty (60) work days of accumulated sick leave time.
2. Mother and father members of the bargaining unit shall not be granted leave under this article in the same school year as his or her spouse, unless approved by the superintendent.

## VI. PERSONAL LEAVE

- A. Credentialed staff shall accrue personal leave at a rate of three (3) days per year. Personal leave shall accumulate without limit.
- B. No more than five (5) credentialed staff members in the district shall be granted personal leave on any one (1) day, and credentialed staff may not use more than four (4) personal days in any given school year. In cases of an emergency over which the employee has no control, the superintendent may approve said leave.
- C. A personal leave day shall not be granted to any credentialed staff on the regularly scheduled work day immediately before or immediately after a scheduled break in the official adopted board calendar, except for an emergency as approved by the superintendent.

## VII. PROFESSIONAL LEAVE

- A. Upon approval of the superintendent, professional leave, up to a maximum of three (3) days per school year, unless administratively directed otherwise, may be granted for the purpose of attending professional meetings. Professional leave may also be used for visitations to observe curriculum or teaching. Faculty members desiring to use said leave shall submit a written request to the appropriate building administrator no later than five (5) days prior to the date(s) of the leave. In case of urgency, the Superintendent may waive this notification. Credentialed staff may be required to attend professional meetings upon reasonable advance notice and payment of expenses paid by the Board in accordance with this Article. Upon return from the professional leave, credentialed staff may be asked to discuss the substance of the professional meeting with other staff members.

- B. The board will budget and appropriate the following amount of monies for the next three fiscal years of professional leave:

2014-2015	\$17,000
2015-2016	\$17,500
2016-2017	\$18,000

Exhaustion of available professional leave funds shall not prevent credentialed staff from applying for said leave and, upon approval of the superintendent, being granted professional leave without expense reimbursement.

- C. Credentialed staff granted such leave shall receive reimbursement for necessary and actual expenses incurred for such leave, in accordance with the following schedule:

1. Travel maximum up to one hundred dollars (\$100) per trip. Mileage reimbursement will be at the maximum amount, which meets the substantiation and adequate accounting requirements of the Internal Revenue Service.
2. Registration fee, up to four hundred dollars (\$400) per day.
3. Lodging expenses, up to one-hundred (\$100) per night for maximum of four (4) nights.
4. Meals will only be reimbursed for approved leave that requires overnight lodging. Meals, including banquet dinners, up to forty dollars (\$40) per day for maximum of five (5) days.
5. Itemized bills must be submitted for reimbursement on appropriate forms, (for hotel and meal expenses must be attached.) Credit card receipts will not be accepted as valid documentation.

- D. Professional leave may be used to attend required Ohio High School Athletic Association activities or events related to the performance of duties under supplemental contract

- E. No more than three (3) teachers in the district shall be granted professional leave on any one (1) day, unless the credentialed staff member(s) are serving on a committee or approved by the superintendent. No more than two (2) teachers from the same building shall be granted leave to attend the same workshop, unless the building administrator determines otherwise.

- F. All credentialed staff will complete the necessary leave requests when out of the district.

Any credentialed staff wishing to accompany the field trip, but is not an official chaperone is not eligible to use professional leave to cover his or her absence. Final determination of direct responsibility will be at the discretion of the administration.

## **VIII. SABBATICAL LEAVE**

- A. Members who have completed five (5) years of service in the North Fork Local School District, upon written request to the superintendent and upon the superintendent's recommendation to the board, may be granted a leave of absence with part pay for one (1) or two (2) semesters for the purpose of professional improvement. Said leave shall be subject to the following restrictions:
  - 1. The member shall present to the superintendent for approval a detailed plan for professional growth.
  - 2. Upon the approval and completion of the requested leave, the member shall provide evidence to the superintendent that the plan was followed.
- B. Members granted sabbatical leave must return to the North Fork School District for a period of one (1) year following said leave.
- C. Members granted sabbatical leave shall be eligible to receive part salary equal to the difference between the member's regular contract salary and the cost of the substitute employed for the member while on leave.
- D. A satisfactory substitute, as determined by the superintendent, must be available before such leave may be granted.
- E. No more than five percent (5%) of the total membership of the bargaining unit may be granted such leave in any one (1) year.
- F. Members may not be granted sabbatical leave more often than once every five (5) years, nor be granted sabbatical leave a second time if other members of the bargaining unit have filed requests for such leave.
- G. Members, who have been granted sabbatical leave, shall be carried on the personnel roster for insurance purposes and shall have the right to pay the total premium for the group insurance program made available to the members by the board, provided said payment is made on a timely basis.
- H. Members granted sabbatical leave shall hold the board harmless for all contributions to STRS during the period of said leave, except those mandated by STRS on payment of part salary.
- I. Sabbatical leave shall not be used for gainful employment or to seek another job.

## IX. SICK LEAVE

- A. Members of the credentialed staff shall be authorized sick leave in keeping with the provisions of the Ohio Revised Code and the board's policy herein stated.
- B. Credentialed staff shall accrue sick leave at a rate of one and one-fourth (1 ¼) days per month while under contract with the board, for a maximum of fifteen (15) days per year. The maximum accumulation of unused sick leave shall be one hundred fifty (150) days. Credentialed staff that would end the school year with the accumulated sick leave days in excess of one hundred fifty (150) days will be credited with said excess balance into personal leave days.
- C. Credentialed staff with no previous experience, upon beginning the duties of employment shall, at the beginning of the school year, be advanced up to ten (10) days of sick leave. Those days advanced will be paid back throughout the year or on the final pay.
- D. Credentialed staff new to the district may transfer sick leave previously accumulated elsewhere in Ohio in public service, upon verification of such accumulation from the proper public agency up to the maximum accumulation provided in Paragraph B above. If no transfer is available credentialed staff members may be advanced ten (10) days as indicated in Paragraph C above.
- E. Sick leave shall be granted to maximum accumulation for the following reasons:
  - 1. Personal illness
  - 2. Personal injury
  - 3. Pregnancy
  - 4. Exposure to contagious disease which could be communicated to others
  - 5. Illness or injury of a member of the immediate family
  - 6. Death in the immediate family
- F. Immediate family shall mean any of the following persons: spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, grandfather, grandmother, or any person living in the unit member's household.
- G. The board may authorize the granting of additional days of sick leave beyond the number accumulated, upon recommendation of the superintendent, in keeping with the Ohio Revised Code.
- H. The use of five (5) or more consecutive sick days will require a physician statement, stating that the employee is capable of returning to duty; if the purpose of the sick leave usage was due to being the primary caregiver of a

family member, the staff member must submit the family member's physician statement stating the necessity of the care.

## I. SICK LEAVE BANK

When a North Fork Local School District employee with at least two (2) years experience in the North Fork Local School District will exhaust all of his/her accumulated sick leave before the end of the school year, due to a catastrophic illness or injury of the bargaining unit member (which does not include pregnancy or child birth, unless there are catastrophic consequences to the mother and/or the unborn child), then he/she may submit an application to be considered for up to thirty (30) additional donated days of sick leave for that school year. Donated sick leave shall be subject to the following conditions:

### 1. Employee Requesting Sick Leave Donations:

- a. All sick leave donation requests must be approved by the Sick Leave Donation Committee (superintendent, association president, and a building administrator chosen by the superintendent and two bargaining unit members chosen by the association president).
- b. A catastrophic illness or injury is one which is life threatening to the individual or has resulted in the individual being incapacitated for an extended period of time. Determination will be the decision of the Sick Leave Donation Committee.
- c. The employee, his/her spouse, parent(s), or children to whom or for whom the days are given, must personally have the catastrophic illness or injury resulting in the need for additional sick leave.
- d. Employees may apply for up to a maximum of thirty (30) days donated sick leave in the school year. The employee must have exhausted his/her accumulated sick leave before being eligible for donations of sick leave.
- e. Employees approved for sick leave donation usage will be credited each pay period on a per-pay-period basis.
- f. Employees wishing to apply for sick leave donations shall submit a Sick Leave Donation Request Form to the Sick Leave Donation Committee. If the employee is currently under a physician's care, a physician's statement describing the condition should be attached to the request form.

## 2. Employees Donating Sick Leave

- a. Any employee donating sick leave who has reached the maximum amount of one hundred fifty (150) days will have their total accumulation reduced by the number of donated days during the year, but will be restored to one hundred fifty (150) if their combined use of sick leave and their donation does not exceed fifteen (15) days.
  - b. An employee's donation of sick leave will reduce the number of days eligible to be converted to personal leave.
  - c. A commitment to donate sick leave to the sick leave bank by an employee cannot be reversed after the treasurer has received the donation form.
  - d. The treasurer will notify employees of the sick leave need after the requesting member's application for sick leave has been approved by the approval committee. The notice shall contain a form which will allow the staff member to give up sick leave to be donated to the sick leave bank, not to exceed a total of five (5) days accumulated sick leave. Any employee may donate from his/her accumulated days by returning the form to the treasurer within the specified time. The sick leave donation form should be signed and dated by the donating credentialed staff member and shall specify the number of days donated.
- J. Notwithstanding any provision in this agreement to the contrary, on and after August 5, 1993, each of the parties reserves all rights and responsibilities provided employers and employees under the Family and Medical Leave Act of 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act shall be solely determined by the provisions of the Act and regulations adopted there under. Employees shall maintain the right to all paid leave provisions delineated in this agreement.

## **X. UNPAID LEAVE OF ABSENCE**

Upon written request and approval by the board, an unpaid leave of absence may be granted to members of the bargaining unit, except as required by the Family and Medical Leave Act, in keeping with the following:

- A. Said leave shall be for illness or disability, professional travel, study, growth, exchange teaching, childbirth and child rearing, or such other reasons as approved by the board.
- B. Said leave shall be granted for a specific period of time, but not for more than the remainder of the school year in which it was requested. Upon a recommendation of the superintendent and board approval, the leave may be

extended for one (1) additional school year. A request for an extension must be filed by April 1.

- C. A member of the bargaining unit on unpaid leave shall be eligible to obtain group insurance benefits at his/her own expense, beginning on the sixty-first (61) unpaid work day.
- D. A member on unpaid leave of absence who plans to return and resume his/her duties for the next school year shall notify the superintendent by April 1, prior to the beginning of the school year.
- E. A member on an unpaid leave of absence will not advance on the steps of the salary schedule and the time will not count towards accumulated seniority, unless they have been compensated for at least one hundred twenty (120) days during the contract year.
- F. A member taking an unpaid leave of absence will not be guaranteed to return to the same position held prior to the leave of absence.
- G. Upon the return of a credentialed staff member from a leave of absence, the board may non-renew the contract of a person hired exclusively for the purpose of replacing the member who was on leave.

## **XI. WITNESS LEAVE**

- A. Members subpoenaed to appear as a witness in a job-related legal matter and/or grievance arbitration shall promptly notify their building administrator, the substitute caller, and submit a copy of the subpoena to the board's treasurer. A professional leave form must be filled out prior to the absence. Members shall receive their regular compensation. Final determination will be at the discretion of the administration. All remuneration shall be submitted to the board's treasurer.
- B. Members subpoenaed to appear as a witness in a non-job-related legal matter and/or grievance arbitration shall promptly notify their building administrator, the substitute caller, and submit a copy of the subpoena to the board's treasurer. Members will take personal leave for non-job-related matters.

## **XII. Workers' Compensation**

- A. All employees covered under this agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment.
- B. All injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative, and an application shall be filed with the Bureau of Workers' Compensation.
- C. Forms to file a claim under Workers' Compensation will be available from the board upon request.
- D. When employees are on Workers' Compensation Leave, the employee will still receive and pay for insurance benefits as if he or she were actively working.

## ARTICLE 13: TUITION REIMBURSEMENT

- I. The Board will budget and appropriate the following amount of monies for the next three (3) fiscal years to reimburse teachers for tuition:

2014-2015	\$20,000
2015-2016	\$20,000
2016-2017	\$20,000

- II. Tuition costs are subject to the following provisions. Appropriation made after ratification of this agreement will be allocated to the first class session with a sign-up deadline after ratification.
- A. Tuition reimbursement will be two hundred twenty five dollars (\$225) per semester hour or one hundred fifty dollars (\$150) per quarter hour. Reimbursement will not exceed the cost of the course.
  - B. The maximum reimbursement shall be twelve (12) quarter hours or eight (8) semester hours per school year.
  - C. Completion of the tuition reimbursement application form (see Appendix I) for tuition reimbursement must be submitted and approved by the superintendent by May 1 of each fiscal year for all courses completed or will be completed within the same fiscal year. Certificated Staff members must apply for reimbursement by May 1 of the fiscal year the course is planned to be completed. Payment will be issued by September 15th of the following fiscal year.
  - D. The course must be related to the professional improvement of the teacher and approved by the LPDC and/or Superintendent.
  - E. If there are sufficient monies available, full reimbursement will be made. The total annual appropriation will be among those bargaining unit members approved for tuition reimbursement. If the funds allocated are insufficient for full reimbursement, the available funds will be pro-rated among the approved applicants
  - F. Course work must be scheduled at times that do not interfere with the normal duties during the workday of the teacher.
  - G. Before reimbursement is made, credentialed staff must present satisfactory evidence of payment of tuition cost and successful completion of the course.
  - H. The teacher must complete the next school year as a teacher in the district. If the teacher fails to satisfy this teaching obligation, the amount the teacher has been reimbursed pursuant to this section in the previous twelve (12) months shall be deducted from any salary accrued, but not yet paid. After this deduction has been made, if there is any balance still owed by the teacher, it shall be

immediately due and payable to the district. This payment is void if the teacher's contract is suspended, in keeping with the Reduction in Force Article.

**ARTICLE 14: INSURANCE**

- I. The Board will provide a group health insurance program for the duration of this agreement.
  - A. The Board shall pay eighty-five percent (85%) of the monthly group health insurance premium for a single policy and seventy percent (70%) of the monthly group health insurance premium for a family policy. The board and the association will review the provisions of the group health insurance plan annually.
  - B. The board will continue to offer a Section 125 plan for employee group health insurance premium payments.
- II. The board shall continue to provide for the duration of this agreement a group dental health plan that is equal to or better than the coverage in the current plan.

The board shall pay one hundred percent (100%) of the monthly group dental premium up to:

	<u>Family</u>	<u>Single</u>
2014-2015	\$ 50	\$ 40
2015-2016	\$ 50	\$ 40
2016-2017	\$ 50	\$ 40

The board will continue to offer a Section 125 plan for employee group dental insurance premium payments.

- III. The board shall continue to provide for the duration of this agreement a group vision plan that is equal to or better than the coverage in the current plan. The board will continue to offer a Section 125 plan for employee group vision insurance premium payments.
- IV. The board shall provide, at no cost to credentialed staff, Fifty Thousand Dollars (\$50,000.00) term life insurance per member within the bargaining unit.
- V. The board will annually determine the method of providing insurance coverage. If necessary, the board may change carriers upon prior notification to the association. Open enrollment is in the month of June for a July 1 effective date.
- VI. For any bargaining unit member scheduled to work at least one hundred eighty three (183) days in the current fiscal year and is enrolled in the District's High Deductible Health Plan (HDHP), the Board will deposit into the employee's Health Savings Account (HSA) the following amount per policy:

2014-2015 – \$ 1,200  
2015-2016 – \$ 1,200  
2016-2017 – \$ 1,200

- A. This deposit will be made on the first pay of July or the next available pay, in accordance with the payroll calendar schedule, whichever comes first upon eligibility for said contribution.
  - B. Any bargaining unit member scheduled to work less than one hundred eighty three (183) days in the current fiscal year and is enrolled in the District's HDHP will receive a pro-rated percentage of the amount designated above. This deposit will be made into the employee's HSA account on the next available pay, in accordance with the payroll calendar schedule. The pro-rated percentage is based on the number of scheduled days to be worked divided by one hundred eighty three (183) contract days.
  - C. The bargaining unit member must remain enrolled in the district's HDHP for the remainder of the current fiscal year. If the employee fails to satisfy this obligation, the employee will be required to reimburse the district a pro-rated percent, not to exceed one hundred percent (100%), of the original amount contributed to the bargaining unit member's HSA by the district. The pro-rated percent is based on the number of scheduled days actually worked under the HDHP divided by one hundred eighty three (183) days.
- VII. The board will offer employees and their spouses who are eligible for Medicare benefits to be reimbursed for the cost of their Medicare Part B premium, Medicare Part B supplemental premium, and Medicare Part D (pharmacy) premium in lieu of being enrolled in the districts group health insurance plan. Spouses will be covered only if both the employee and spouse are Medicare eligible.

## **ARTICLE 15: SEVERANCE POLICY**

Employees may, at the time of their separation by retirement from service with the North Fork Local School Board, elect to be paid for their accrued but unused sick leave and personal leave credit. Only those employees whose effective date of retirement with either the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS) or the Public Employees Retirement System (PERS) is no later than ninety (90) calendar days after the last paid day of service with the North Fork Local School Board shall be eligible for said payment. This payment to the employee shall eliminate all sick and personal leave credit accrued by the employee. Such payment shall be based on the employee's rate of pay at the time of separation by retirement, but shall not include pay for supplemental duties.

Further, the employee shall receive such payment no later than sixty (60) calendar days after the effective date of retirement with the proper state retirement system.

- I. The severance payment shall be calculated as follows:
  1. One-fourth (1/4) of unused accrued sick leave credit, up to a maximum of one hundred twenty (120) accrued days.
  2. One-fourth (1/4) of unused accrued personal leave.
- II. Employees with twenty (20) years or more of service with the district will receive one hundred percent (100%) of their accrued sick leave balance in excess of one hundred twenty (120) days.
- III. Credentialed staff who officially notify the board by April 1 of their intent to retire that year, shall receive an additional one thousand dollars (\$1,000) on their severance payment.
- IV. If an employee dies and is eligible for service retirement, severance will be paid to the surviving spouse or employee's estate as per Ohio Revised Code.

## **ARTICLE 16: EMPLOYMENT OF RETIREES**

- I. Credentialed staff who are collecting an Ohio State Teachers Retirement System pension may apply, but are not guaranteed to be hired by the Board in a position for which they hold credentials at their educational level.
  - A. All contracts issued by the board shall be for one (1) year.
  - B. Credentialed staff will be assigned at Step 10 at the level of education he/she possesses. If a credentialed staff member has fewer than ten (10) years of service, he/she will be placed at the appropriate experience step and level of education and may proceed to Step 10. The credentialed staff member will stay at Step 10 for the duration of employment.
  - C. In the event of reduction of staff or layoffs, retired employees will be the first on the list for reduction.
- II. Credentialed staff who are collecting retirement benefits from out of the state of Ohio may be hired for a position for which they hold certification at their level of education.
  - A. All contracts issued by the board shall be for one (1) year.
  - B. Credentialed staff will be assigned at Step 5 at the level of education he/she possesses. If a credentialed staff member has fewer than five (5) years of service, he/she will be placed at the appropriate experience step and level of education and may proceed to Step 5. Credentialed staff will stay at Step 5 for the duration of employment.
  - C. In the event of reduction of staff or layoffs, retired employees will be the first on the list for reduction.
- III. These rehired employees shall receive no benefits listed in this contract except for:
  - A. Ten thousand dollars (\$10,000) life insurance
  - B. Sick leave to a maximum of 30 (thirty) days
  - C. Personal leave to a maximum of three (3) days per year, no accumulation
  - D. Jury duty will be the same as *ARTICLE 12*
  - E. Professional leave will be the same as *ARTICLE 12*

**ARTICLE 17: REGULAR SALARY SCHEDULE**

- I. The regular salary schedule index and steps shall remain the same.
- II. The parties agree that the credentialed staff salary schedule at the bachelors (BA) zero (0) step shall be increased as follows:

2014-2015	-	BA 0	1.00%
2015-2016	-	BA 0	1.00%
2016-2017	-	BA 0	0.00%

- III. Credentialed staff who complete course work which entitles them to move to the next degree track will begin earning that salary at the beginning of the district semester immediately following the date of the official transcript verifying that course work.
- IV. Credentialed staff shall be paid according to their training and experience on the attached salary schedule. By agreement between the board and an individual credentialed staff member, the member may be credited with a lesser number of years of experience than actually accrued. Said salary shall be for the benefit of regular teaching duties during the regular school year of one hundred eighty three (183) days.  
  
The daily rate for any extended days will be based on the credentialed staff member's placement on the regular salary schedule.
- V. For the purpose of the salary schedule, it is agreed that 150 hours equals 150 semester hours. MA+15 equals an additional fifteen (15) graduate semester hours earned after the date the Master's Degree was earned.
- VI. The salary shall be paid in twenty-four (24) equal pays. The board shall assume and pay to STRS the credentialed staff member's contribution required, from time to time, under the Ohio Revised Code. These contributions which are "picked-up" by the board shall be paid by the board in lieu of contributions by the credentialed staff members. No credentialed staff shall have the right to receive the contributed amounts directly instead of having them paid by the Board to STRS. However, from time to time credentialed staff members compensation shall be restated and reduced in an amount equal to the contributed amounts. Further, it is understood and agreed that the board shall not assume any tax risk by reason of such "pick-up" of contribution.
- VII. As of January 1, 2005, all certificated employees will be paid via direct deposit. Employees are to notify the treasurer of bank preference. Emergency situations may be approved by the treasurer.

VIII. Members may change banks and/or deduction amounts (i.e. amount to savings and amount to checking) at any time during the year upon written notification to the board's treasurer.

IX. All pay stubs will be sent electronically, and/or viewed through the kiosk.

**NORTH FORK LOCAL SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
2015**

YEARS OF EXPERIENCE	BACH	BA+150	MAST	MA +15
			1.00%	
0	\$30,578.00 1.0000	\$32,413.00 1.0600	\$34,247.00 1.1200	\$36,082.00 1.1800
1	\$32,030.00 1.0475	\$34,018.00 1.1125	\$36,006.00 1.1775	\$37,993.00 1.2425
2	\$33,483.00 1.0950	\$35,623.00 1.1650	\$37,764.00 1.2350	\$39,904.00 1.3050
3	\$34,935.00 1.1425	\$37,229.00 1.2175	\$39,522.00 1.2925	\$41,815.00 1.3675
4	\$36,388.00 1.1900	\$38,834.00 1.2700	\$41,280.00 1.3500	\$43,727.00 1.4300
5	\$37,840.00 1.2375	\$40,439.00 1.3225	\$43,039.00 1.4075	\$45,638.00 1.4925
6	\$39,293.00 1.2850	\$42,045.00 1.3750	\$44,797.00 1.4650	\$47,549.00 1.5550
7	\$40,745.00 1.3325	\$43,650.00 1.4275	\$46,555.00 1.5225	\$49,460.00 1.6175

8	\$42,198.00 1.3800	\$45,255.00 1.4800	\$48,313.00 1.5800	\$51,371.00 1.6800
9	\$43,650.00 1.4275	\$46,861.00 1.5325	\$50,071.00 1.6375	\$53,282.00 1.7425
10	\$45,103.00 1.4750	\$48,466.00 1.5850	\$51,830.00 1.6950	\$55,193.00 1.8050
11	\$46,555.00 1.5225	\$50,071.00 1.6375	\$53,588.00 1.7525	\$57,104.00 1.8675
12-14	\$48,007.00 1.5700	\$51,677.00 1.6900	\$55,346.00 1.8100	\$59,016.00 1.9300
15-19	\$49,460.00 1.6175	\$53,282.00 1.7425	\$57,104.00 1.8675	\$60,927.00 1.9925
20-24	\$50,912.00 1.6650	\$54,888.00 1.7950	\$58,863.00 1.9250	\$62,838.00 2.0550
25	\$52,365.00 1.7125	\$56,493.00 1.8475	\$60,621.00 1.9825	\$64,749.00 2.1175
26+	\$125.00 1.0000 0.0475	\$150.00 1.0600 0.0525	\$175.00 1.1200 0.0575	\$200.00 1.1800 0.0625

**NORTH FORK LOCAL SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
2016**

YEARS OF EXPERIENCE	BACH	BA+15	MAST	MA +15	1.00%
0	\$30,883.78 1.0000	\$32,737.00 1.0600	\$34,590.00 1.1200	\$36,443.00 1.1800	
1	\$32,351.00 1.0475	\$34,358.00 1.1125	\$36,366.00 1.1775	\$38,373.00 1.2425	
2	\$33,818.00 1.0950	\$35,980.00 1.1650	\$38,141.00 1.2350	\$40,303.00 1.3050	
3	\$35,285.00 1.1425	\$37,601.00 1.2175	\$39,917.00 1.2925	\$42,234.00 1.3675	
4	\$36,752.00 1.1900	\$39,222.00 1.2700	\$41,693.00 1.3500	\$44,164.00 1.4300	
5	\$38,219.00 1.2375	\$40,844.00 1.3225	\$43,469.00 1.4075	\$46,094.00 1.4925	
6	\$39,686.00 1.2850	\$42,465.00 1.3750	\$45,245.00 1.4650	\$48,024.00 1.5550	
7	\$41,153.00 1.3325	\$44,087.00 1.4275	\$47,021.00 1.5225	\$49,955.00 1.6175	
8	\$42,620.00 1.3800	\$45,708.00 1.4800	\$48,796.00 1.5800	\$51,885.00 1.6800	

9	\$44,087.00	\$47,329.00	\$50,572.00	\$53,815.00
	1.4275	1.5325	1.6375	1.7425
10	\$45,554.00	\$48,951.00	\$52,348.00	\$55,745.00
	1.4750	1.5850	1.6950	1.8050
11	\$47,021.00	\$50,572.00	\$54,124.00	\$57,675.00
	1.5225	1.6375	1.7525	1.8675
12-14	\$48,488.00	\$52,194.00	\$55,900.00	\$59,606.00
	1.5700	1.6900	1.8100	1.9300
15-19	\$49,955.00	\$53,815.00	\$57,675.00	\$61,536.00
	1.6175	1.7425	1.8675	1.9925
20-24	\$51,421.00	\$55,436.00	\$59,451.00	\$63,466.00
	1.6650	1.7950	1.9250	2.0550
25	\$52,888.00	\$57,058.00	\$61,227.00	\$65,396.00
	1.7125	1.8475	1.9825	2.1175
26+	\$125.00	\$150.00	\$175.00	\$200.00
	1.0000	1.0600	1.1200	1.1800
	0.0475	0.0525	0.0575	0.0625

NORTH FORK LOCAL SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
2017

YEARS OF EXPERIENCE	BACH	BA+150	MAST	MA +15	0.00%
0	\$30,883.78 1.0000	\$32,737.00 1.0600	\$34,590.00 1.1200	\$36,443.00 1.1800	
1	\$32,351.00 1.0475	\$34,358.00 1.1125	\$36,366.00 1.1775	\$38,373.00 1.2425	
2	\$33,818.00 1.0950	\$35,980.00 1.1650	\$38,141.00 1.2350	\$40,303.00 1.3050	
3	\$35,285.00 1.1425	\$37,601.00 1.2175	\$39,917.00 1.2925	\$42,234.00 1.3675	
4	\$36,752.00 1.1900	\$39,222.00 1.2700	\$41,693.00 1.3500	\$44,164.00 1.4300	
5	\$38,219.00 1.2375	\$40,844.00 1.3225	\$43,469.00 1.4075	\$46,094.00 1.4925	
6	\$39,686.00 1.2850	\$42,465.00 1.3750	\$45,245.00 1.4650	\$48,024.00 1.5550	
7	\$41,153.00 1.3325	\$44,087.00 1.4275	\$47,021.00 1.5225	\$49,955.00 1.6175	
8	\$42,620.00 1.3800	\$45,708.00 1.4800	\$48,796.00 1.5800	\$51,885.00 1.6800	

9	\$44,087.00	\$47,329.00	\$50,572.00	\$53,815.00
	1.4275	1.5325	1.6375	1.7425
10	\$45,554.00	\$48,951.00	\$52,348.00	\$55,745.00
	1.4750	1.5850	1.6950	1.8050
11	\$47,021.00	\$50,572.00	\$54,124.00	\$57,675.00
	1.5225	1.6375	1.7525	1.8675
12-14	\$48,488.00	\$52,194.00	\$55,900.00	\$59,606.00
	1.5700	1.6900	1.8100	1.9300
15-19	\$49,955.00	\$53,815.00	\$57,675.00	\$61,536.00
	1.6175	1.7425	1.8675	1.9925
20-24	\$51,421.00	\$55,436.00	\$59,451.00	\$63,466.00
	1.6650	1.7950	1.9250	2.0550
25	\$52,888.00	\$57,058.00	\$61,227.00	\$65,396.00
	1.7125	1.8475	1.9825	2.1175
26+	\$125.00	\$150.00	\$175.00	\$200.00
	1.0000	1.0600	1.1200	1.1800
	0.0475	0.0525	0.0575	0.0625

## **ARTICLE 18: SUPPLEMENTAL CONTRACTS AND SALARY SCHEDULE**

- I. Credentialed staff accepting responsibility in addition to their regular contract duties, for which compensation is paid, shall be issued a supplemental contract. Supplemental contracts will not be issued to individuals with simultaneous/overlapping duties. Supplemental duties must be performed outside the credentialed staff member's contract day unless approved by the administration. A job description of the specific duties, the time period, and school year in which the activity is to be performed, shall be developed by the administration in consultation with the association and on file in the superintendent's office and adopted by the board. Such job description shall be adopted prior to advertising, or issuance of a supplemental contract for, such additional duties. Such job description shall not be amended or rescinded during the term of said supplemental contract.

Any person applying for a supplemental contract must have a recommendation from that building administrator.

As a part of their regular contract duties, credentialed staff may be assigned duties that are a part of the supplemental contract schedule. Supplemental pay in such cases shall not be paid unless otherwise stipulated in the contract, since payment would be made according to the regular salary schedule. This assignment should be made only with the agreement of the superintendent, principal, and credentialed staff member, and after notice to the association's president.

- II. Procedures, and a form for the evaluation of the professional performance of members of the bargaining unit assigned supplemental duty, shall be developed cooperatively by the Board and the Association.
- III. Upon certification to the treasurer's office of the supplemental contract release form, payment for supplemental duties shall be made according to the payroll calendar schedule. Such certification will, where appropriate, include an inventory of all equipment, materials and supplies, and completed satisfactory evaluation used in the performance of the supplemental duties.

### **IV. SUPPLEMENTAL SALARY SCHEDULE**

Specific supplemental salaries will be established in accordance with this article. Any newly created supplemental positions shall be negotiated as far as placement in a given level. The supplemental salary schedule shall be based on an index, except for Level VIII positions.

The Board will provide 1% of the previous year's base salary specifically for the use of supplemental salaries on a yearly basis for the duration of this contract, beginning the 2014-15 school year.

The Supplemental Salary Schedule and Index shall be changed each year as determined by the following:

2014-2015 – 0.00%  
2015-2016 – 0.00%  
2016-2017 – 0.00%

LEVEL I

***Athletics***

Baseball Head Coach \*  
Basketball (Boys) Head Coach \*  
Basketball (Girls) Head Coach \*  
Cheerleader Advisor – Sr. High \*  
Football Head Coach \*  
Softball Head Coach \*  
Track Head Coach \*  
Volleyball Head Coach \*  
Wrestling Head Coach \*

LEVEL II

***Athletics***

Basketball (Boys) Varsity Assistant Coach  
Basketball (Girls) Varsity Assistant Coach  
Volleyball Varsity Assistant Coach  
Wrestling Varsity Assistant Coach

***Academics***

Marching Band Director \*

LEVEL III

***Athletics***

Basketball (Boys) Assistant Coach (4)  
Basketball (Girls) Assistant Coach (4)  
Cheerleader Advisor J.H.  
Cross Country Head Coach  
Football Varsity Assistant Coach (2)  
Football Assistant Coach (6)  
Golf Head Coach

***Academics***

Instrumental Music Director  
Vocal Music Director

LEVEL IV

**Athletics**

Baseball Varsity Assistant Coach\*  
Baseball Junior Varsity Assistant Coach\*  
Cheerleader Assistant Advisor – H.S.  
Softball Varsity Assistant Coach\*  
Softball Junior Varsity Assistant Coach\*  
Softball Junior High Assistant Coach\*  
Track Varsity Assistant Coach (2) \*  
Track Junior Varsity Assistant Coach (2) \*  
Volleyball Assistant Coach\* (4)  
Wrestling Assistant Coach (2)

**Academics**

Class Advisor (Junior Class)  
Class Advisor (Senior Class)  
Drama Director, Fall  
After School Intervention (8) \*\*\*  
Outdoor Education Coordinator – J.H.  
Class Trip Coordinator (6th Grade) (2) \*\*  
Class Trip Coordinator (8<sup>th</sup> Grade)  
Yearbook Advisor – Senior High

LEVEL V

**Athletics**

Cross Country Assistant Coach  
Golf Assistant Coach

**Academics**

Drama Director, Spring  
Majorette/Flag Corps Advisor \*  
Math Club Advisor – Elementary (2) \*\*  
Musical Director, Spring  
Science Club Advisor Elementary (2) \*\*  
Student Government Advisor – Senior High  
Student Government Advisor – Junior High  
Student Government Advisor – Elementary (2) \*\*  
Yearbook Advisor – Junior High

LEVEL VI

**Academics**

Class Advisor (Freshman)  
Class Advisor (Sophomore)

Foreign Language Advisor  
Honor Society Advisor – Senior High  
Honor Society Advisor – Junior High  
Marching Band Assistant Director  
Quiz Bowl Advisor – Senior High

LEVEL VII

**Academics**

Quiz Bowl Advisor J.H.  
Science Fair Advisor – Elementary (2) \*\*  
Spelling Bee J.H

LEVEL VIII

Volunteer Coach/ Advisor

\* Indicates inventory required per Section III of this Article.

\*\* Assumes one contract at each elementary school.

\*\*\* Indicates two per building

V. PLACEMENT

- A. The appropriate supplemental salary placement shall be determined by reference to the teacher's years of experience in the specific contract area or a related area by superintendent's recommendation.
  - B. All job descriptions shall be on file in the superintendent's office.
  - C. All supplemental contracts shall be for one (1) year.
  - D. Supplemental positions vacant for three (3) consecutive years will be reviewed by Win/Win, prior to being removed. Not filling any supplemental position will be done with consultation with the Win-Win committee. The Superintendent reserves the right to not fill any position in the event the district is in financial problems.
- VI. Notwithstanding the Ohio Revised Code, all supplemental contracts shall expire on the date stated thereon unless the board, upon recommendation of the superintendent and building administrators, takes action to offer to said member a renewal of such supplemental contracts.
- VII. If a new supplemental position is created, and if the person awarded the contract has been performing similar duties within the district as established in the job description, the person shall be given credit in placement upon the supplemental schedule for the year(s) of previous service.

**NORTH FORK LOCAL SCHOOL DISTRICT  
SUPPLEMENTAL SALARY SCHEDULE  
Fiscal Years 2014 – 2017**

<u>LEVEL</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
I	\$4,082.00 1.2000	\$4,286.00 1.2600	\$4,490.00 1.3200	\$4,694.00 1.3800	\$4,898.00 1.4400
II	\$3,401.00 1.0000	\$3,572.00 1.0500	\$3,742.00 1.1000	\$3,912.00 1.1500	\$4,082.00 1.2000
III	\$2,721.00 0.8000	\$2,857.00 0.8400	\$2,993.00 0.8800	\$3,129.00 0.9200	\$3,265.00 0.9600
IV	\$2,041.00 0.6000	\$2,143.00 0.6300	\$2,245.00 0.6600	\$2,347.00 0.6900	\$2,449.00 0.7200
V	\$1,361.00 0.4000	\$1,429.00 0.4200	\$1,497.00 0.4400	\$1,565.00 0.4600	\$1,633.00 0.4800
VI	\$681.00 0.2000	\$715.00 0.2100	\$749.00 0.2200	\$783.00 0.2300	\$817.00 0.2400
VII	\$341.00 0.1000	\$358.00 0.1050	\$375.00 0.1100	\$392.00 0.1150	\$409.00 0.1200
VIII	\$1.00 N/A	\$1.00 N/A	\$1.00 N/A	\$1.00 N/A	\$1.00 N/A

## **ARTICLE 19: REDUCTION IN FORCE**

- I. The following provisions shall apply when the board determines it necessary to reduce the number of bargaining unit members under the Ohio Revised Code. The Board shall not be required to fill vacancies created by members who resign, retire, or who are laid off.
- II. No educational programs shall be reduced below the requirements that are set forth in the State Minimum Standards.
  - A. Before implementation, the association's president shall be notified of the board's intent to consider a Reduction in Force Program.
  - B. A meeting shall be held between representatives of the association and the board to review the reduction in force.
  - C. Procedures for Determining Reduction in Force List
    1. During the term of this contract Reduction in Force shall be applied to individual credentialed staff members on the basis of performance evaluation ratings (not value added or student growth).
      - a. **SUSPENSION OF CONTRACTS, NON-TENURED TEACHERS:**  
Suspension of contract shall occur to non-tenured first and shall be based upon the recommendation of the Superintendent who shall recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has lowest rating solely on the teacher performance part of his/her evaluation (not the value-added or student growth portion). If two (2) or more teachers have comparable evaluations, the teacher with the least seniority shall have his/her contract suspended first.
      - b. **SUSPENSION OF CONTRACTS, TENURED TEACHERS:**  
If the suspension of contract is necessary for any tenured teacher, this shall be based upon the recommendation of the Superintendent who shall recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has the lowest rating solely on the teacher performance part of his/her evaluation (not the value-added or student growth portion). If two (2) or more teachers have comparable evaluations, the teacher with the least seniority shall have his/her contract suspended first.

- c. For the purpose of determining which evaluations are “comparable”, all members rated “accomplished” shall be deemed comparable to one another; all members rated “skilled” shall be comparable to one another; all members rated “developing” shall be comparable to one another; and all members rated “ineffective” shall be deemed comparable to one another.
2. Members may displace a less senior member in another teaching area provided they hold a valid provisional teaching certificate/ license or higher and have had comparable evaluations as defined in 1(c) above.
3. A teacher whose contract is suspended as a result of a RIF Program shall be given written notification, by registered mail, or in person that his or her employment will be suspended and the reason for such suspension. This notification shall be in accordance with the Ohio Revised Code.

#### D. Seniority List

1. Seniority shall be broken when a member resigns, retires, or is non-renewed. If a member’s contract is non-renewed and the member is subsequently rehired prior to the first work day of the succeeding school year, there shall not be a break in seniority.
2. Time spent in a non-bargaining unit position, within the district, shall not constitute a break in seniority.
3. Seniority will be defined as:
  - i. Continuing contract status in the district.
  - ii. Years of continuous service to the district from the date of board action of employment.
  - iii. If a tie remains at this point, it shall be upon the recommendation of the superintendent.

#### E. Notice of Lay-Off

A credentialed staff member laid off as a result of a Reduction in Force Program shall be given written notification stating the reason of such lay-off. Except in cases of urgent necessity, notification shall occur prior to the school year that the Reduction in Force Program is to be implemented.

## F. Displacement

1. Within ten (10) days of the written notification of lay-off, a member who is removed under these provisions shall have the right to transfer to another area of credentials if a vacancy exists and they have comparable evaluations as defined in 1(c) above. The member must place a request to the superintendent's office, in writing, the desire to transfer or displace within these ten (10) days.
2. No member shall have the right to displace (i.e., "bump") another member under this provision unless the member is already credentialed for the position into which the member is transferring and have comparable evaluations. The members' credentials must be in place prior to the notification of lay-off.

In the event a person exercising displacement has not taught in their area of certification within the past five(5) years, the superintendent may require that person to take course work, in his/her area of certification, not to exceed the equivalent of three (3) semester hours credit, unless the district pays for additional hours. The member has the option to conference with the superintendent, concerning the necessity of additional course work. Additional course work must be completed within the first year of recall.

3. The superintendent reserves the right to make re-assignments which, in his/her sole and exclusive opinion, are in the best interest of the district.

## G. Recall of Credentialed Staff from the Reduction in Force List

1. Credentialed staff on the Reduction in Force list shall be recalled for positions for which he/she is certified and/or licensed to teach on the basis of performance with the highest performing recalled first as set forth on said Reduction in Force list, as positions become available. Seniority will not be the basis for this decision except where teachers have comparable evaluations.
2. When an opening(s) occurs, the board shall send a certified letter to all bargaining unit members certified for the position, who are on the recall list, to their last known address to advise them of such positions. It is the bargaining unit member's responsibility to keep the treasurer informed of his/her whereabouts. Recall rights may be terminated if the member fails to keep a correct mailing address on file with the treasurer's office.
3. The bargaining unit members shall, within fifteen (15) days from the postmark date of the letter, if the notice is postmarked by August 1, otherwise, within 10 days, indicate availability and desire for such position. Of the teachers

indicating availability and desire for such position, the one on the recall list with the highest performance rating shall be reinstated by the Board.

4. If the bargaining unit member fails to notify the board within the specified period of time, or if the bargaining unit member rejects the offered full-time position, said bargaining unit member shall be considered to have rejected the position and to have forfeited his or her right to recall on the reduction in force list. The position will then be made available to the next eligible bargaining unit member on the reduction in force list.
  5. No credentialed staff new to the district will be employed until all credentialed staff on the Reduction in Force list have been offered a contract for a position in the credentialed staff's field of licensure in accordance with the provisions of this policy.
  6. Upon recall, members shall be placed in the appropriate place on the regular salary schedule, and all rights and benefits earned prior to the reduction in force shall be reinstated.
  7. Refusal of part-time employment on the part of a regular full-time employee would not jeopardize his/her standing on the Reduction in Force list.
- H. Credentialed staff members laid off as the result of the Reduction in Force Program will be given preferential consideration for appointment as substitute teachers.
- I. The recall list shall be maintained for a period of two (2) years. Thereafter, an employee on layoff shall lose his/her right to recall.
- J. Laid-off credentialed staff shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed three (3) years.
- K. Nothing herein shall preclude this board, acting upon the recommendation of the superintendent, from non-renewing the limited contract of any credentialed staff member in accordance with law and provisions of this agreement.
- L. Those credentialed staff members who elect to utilize voluntary layoff will be placed at the bottom of the recall list.
- M. Voluntary layoff
1. A meeting will be held with those members of certification areas that will be reduced to determine interest in voluntary layoffs. Those electing to be voluntarily laid off will have ten days (10) to submit their names to the

superintendent's office by written notification from the date of the meeting. Those selected for voluntary layoff will be placed at the bottom of the recall list.

## **ARTICLE 20: BUILDING AND DEPARTMENTAL BUDGETS**

### **I. ELEMENTARY**

Each elementary building shall be allocated general operating funds proportionate to the student enrollment in the building for the purpose of purchasing needed educational supplies or materials for classroom or building use (excluding such items as basic texts and furniture provided that a uniform minimum allocation shall be provided for each building). Distribution of said funds in a building budget shall be made by the building administrator after consultation with the credentialed staff members in the building.

### **II. JUNIOR AND SENIOR HIGH**

Each department/credentialed staff will submit a budget to the building administrator, who will then allocate available funds among the various departments/credentialed staff in accordance with their needs.

## **ARTICLE 21: TEACHER DISCIPLINE**

Members of the bargaining unit shall not be disciplined except pursuant to the following provisions:

- I. No formal disciplinary action shall be taken until the member of the bargaining unit has the opportunity to arrange for a representative to be present.
- II. All discipline shall be based on good and just cause, and will be placed in the certificated staff member's personnel file.
- III. A progressive discipline policy shall be used provided, however, nothing herein shall require that a lesser sanction be imposed before more severe sanction can be applied.
- IV. The options shall be:
  1. Verbal warning.
  2. Verbal reprimand.
  3. Written reprimand.
  4. Suspension without pay, not to exceed one (1) school day.
  5. Suspension without pay, not to exceed five (5) school days.
  6. Suspension without pay, not to exceed ten (10) school days.
- V. All discipline appeals shall be initiated within fifteen (15) days of the notification of discipline and will follow the established grievance procedure. Discipline which results in suspension without pay shall be subject to arbitration. Discipline arbitration shall be binding. A day shall be defined as in Article 1, Section IV, Paragraph (H).
- VI. The provisions of this article shall not apply to proceedings for the termination of a credentialed staff member's contract, pursuant to the Ohio Revised Code.
- VII. It is the duty of the local board of education, superintendent, or other administrator, to report to the Ohio Department of Education about credentialed employee misconduct using the Educator Misconduct Reporting Form as per Ohio Revised Code. See Appendix J.

## **ARTICLE 22: PARENT COMPLAINT PROCEDURE**

Upon written receipt of parental concerns, including those that are of email origin, relating to credentialed staff, or bargaining unit members holding supplemental contracts, the building administrator will begin the process of solving the concern. The parent will be provided with a parent complaint form (See Appendix G), and all efforts will be made to encourage the completion of the form by the parent. The administration reserves the right to initiate or skip the written complaint procedures for those complaints that might warrant criminal proceedings. Verbal complaints will be accepted in areas concerning safety issues only.

- I. Upon receipt of the parent complaint, the building administrator will give the parent complaint form to the credentialed staff member to make contact with the parent within two work days of receipt of the complaint. If the concern or problem is resolved by this contact, no written documentation of the complaint shall be included in the credentialed staff member's personnel file. The credentialed staff member will provide the building administrator with a written summary of the outcome of the issue.
- II. In the event the complaint could not be resolved by direct communication with the parent, a conference between the credentialed staff member, parent, and administrator will take place. A written summary of the meeting must be prepared by the administrator and kept by the building administrator. If the building administrator determines that the complaint is unwarranted, no written documentation will be included in the credentialed staff member's personnel file. If the complaint is warranted, then clear expectations for correcting the problem must be developed at the meeting and written documentation will be entered into the personnel file.
- III. If the parent is still not satisfied, the parent may arrange a conference with the superintendent. The superintendent shall make a report of said conference and provide a copy to the credentialed staff member, parent and building administrator involved.
- IV. If the parent is still not satisfied, the parent may request a meeting with a majority of the board in executive session. A copy of the board's recommendation shall be given to the superintendent, parent, building administrator and credentialed staff member.
- V. If the superintendent, board, or any board member(s) receive an initial complaint from a parent about credentialed staff, he or she shall request that the parent follow the procedure as established. He or she shall also refer the matter to the appropriate administrator.

## **ARTICLE 23: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)**

- I. The Local Professional Development Committee shall consist of one (1) credentialed staff representative from each building (total of four), all selected by the association, and three (3) administrators, two (2) selected by the superintendent and one (1) voted on by the administration.
  - A. When a credentialed staff member is being considered for IPDP approval, the Local Professional Development Committee shall consist of three (3) credentialed staff and two (2) administrators. The administration shall determine which two (2) members will participate.
  - B. When an administrator is being considered for IPDP approval, the Local Professional Development Committee shall consist of three (3) administrators and two (2) credentialed staff members. Credentialed staff will determine which two (2) members will participate.
- II. Terms of membership shall be for three (3) years for credentialed staff members. The committee shall be a district-level committee and shall meet monthly as needed, except for July and December, to review and approve credentialed staff and administrative licensure programs and application for re-licensing.
  - A. The meetings will not be held during school time.
  - B. Credentialed staff members will be compensated at the rate of seven hundred fifty dollars (\$750) per school year.
  - C. LPDC Secretary will be compensated at the rate of one thousand (\$1,000) per school year.
- III. In the event it becomes necessary to fill a vacancy of a credentialed staff member before the end of his/her term, the association will select a replacement.
- IV. In the event a credentialed staff committee member is being considered for licensure renewal, the association will select an alternate credentialed staff member to serve on the committee to review that credentialed staff's licensure renewal process only.
- V. If an administrator member must be replaced or is being reviewed for licensure renewal, the superintendent shall appoint a replacement member or serve on the committee.
- VI. The Local Professional Development Committee shall establish rules consistent with the rules set forth by the Ohio State Department of Education for operation. Credentialed staff must use the IPDP module in the district employee kiosk for all IPDP requirements. The committee shall also develop an appeal process that is in compliance with guidelines set forth by the Ohio State Department of Education.

## **ARTICLE 24: GRIEVANCE PROCEDURE**

### **I. DEFINITION**

A grievance is a complaint involving an alleged violation, interpretation, or application of conditions of the agreement and administrative procedures implementing provisions of said agreement.

### **II. INFORMAL**

An aggrieved party shall try to resolve a grievance by discussing the grievance with the appropriate administrator.

### **III. FORMAL**

If a grievance is not resolved informally, said grievance may be processed in keeping with the following:

#### **LEVEL I**

The grievance is to be reduced to writing including the alleged violation and relief sought. The grievance shall cite the provision of the Negotiated Agreement upon which the grievance is based and shall be submitted to the building administrator within fifteen (15) days of the act or the aggrieved becoming aware of the violation, misinterpretation, or misapplication or should have become aware upon the exercise of reasonable diligence. Failure to comply with this time factor is cause to waive the right to use this procedure. Within five (5) days of receipt by the building administrator, the building administrator shall arrange a meeting to discuss the grievance.

Within seven (7) days of submission, the building administrator is to provide a written response to the grievance. If the aggrieved is not satisfied with the written response, or if the building administrator does not keep the time provisions of this level, the aggrieved may submit the grievance to the superintendent within fifteen (15) days of the initiation of the grievance in Level I.

#### **LEVEL II**

Within five (5) days of receipt by the superintendent, the superintendent shall arrange a meeting to discuss the grievance. Within seven (7) days of said meeting the superintendent shall make written response to the aggrieved.

If the aggrieved is not satisfied with the written response, or the superintendent does not keep within the time provisions in Level II, the aggrieved may submit the grievance to Level III, within fifteen (15) days of initiating Level II. A copy of such submission shall be filed with the treasurer of the board.

### **LEVEL III**

Within fifteen (15) days of receipt of notice of request for a Level IV grievance meeting by the treasurer of the board, a meeting will be conducted with a majority of the board members present in executive session, to discuss the grievance with the aggrieved.

Within seven (7) days of said meeting, the board shall provide a written response to the grievance.

### **LEVEL IV**

Binding arbitration.

## IV. GENERAL PROVISIONS

- A. An aggrieved party may be an individual or the NFEA if the alleged grievance is one affecting association's rights or is a class grievance affecting two (2) or more credentialed staff on the same or similar issue.
- B. At any formal level of this procedure, any party of interest may have counsel of choice. However, if the aggrieved uses organizational counsel said counsel must be the NFEA's OEA representative.
- C. At any formal level the NFEA shall be entitled to representation.
- D. Suspension of processing a grievance at any level by the aggrieved party shall indicate the grievance has been resolved at the last level.
- E. There shall not be reprimand or reprisal made against any party involved in processing a grievance with this procedure as a result of such party's participation in the grievance process.
- F. No copy of grievances and administrative/board responses, shall be filed in the personnel file of a credentialed staff member, but may be maintained in a separate grievance file.
- G. A copy of all grievances and responses shall be transmitted to the NFEA president, superintendent, and aggrieved party.
- H. A day shall be a school day (i.e., a regularly scheduled workday on the school calendar) during the school year. During the months of June, July, and August, a day shall be a day the district administrative office is open for business.
- I. Time limits are to be adhered to, unless otherwise mutually agreed to in writing.
- J. No one shall be denied the right to process a grievance through Level IV because of his/her not being a member of the NFEA.

- K. The aggrieved shall have the right to withdraw a grievance at any level, without prejudice.
- L. All meetings shall be held at a time and place to enable all participants the opportunity to be present.
- M. All written communications shall be hand-delivered or mailed certified mail, return receipt requested.

## **ARTICLE 25: CONTRARY TO LAW PROVISION**

Articles in this master contract have been arrived at through good faith bargaining by both the board and the association. If it is determined by a court of law with jurisdiction to this school district or an act of federal or state legislature that all or a part of any provision herein is contrary to law, that part shall be deemed null and void to the extent prohibited by such determination with the remaining provisions in effect as stated. If a section is deemed contrary to law as previously described and makes the provisions unworkable, said action shall be reason for immediate bargaining on that provision to obtain a workable provision within the established legal structure.

If a section of this master contract is determined contrary to provisions of Title IV of the 1964 Civil Rights Act, or Title IX of the 1972 Amended Education Act, said provisions shall be deemed null and void to the extent such a finding is found.

**ARTICLE 26: IMPLEMENTATION AND DURATION PROVISION**

This agreement shall become effective upon ratification by the North Fork Education Association and adoption by the North Fork Local Board of Education. Said agreement shall supersede previous adopted related board policies and procedures to the extent that such policies and procedures are contrary to this agreement. This agreement shall remain in effect in keeping with provisions herein stated until midnight, June 30, 2017.

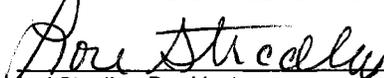
If a projected cash deficit is certified for any school year covered by this contract, and if the board is unable to obtain approval for solvency assistance payments or other financial aid of a sufficient amount to eliminate the projected cash deficit, unless it makes or agrees to make reductions in the number of bargaining unit members, the board may, within ten (10) working days of notice of disapproval and/or the requirement to reduce staff, terminate this agreement by giving the association written notice of the termination. The right to terminate this agreement under this provision must be exercised by delivering the written notice to the association's president within ten (10) working days of the notice that solvency assistance or other funds will not be available and the effective date of the termination of this agreement shall be at midnight of the tenth (10) workday following receipt of the cancellation notice by the association's president. Upon exercise of its right to terminate this agreement under this provision, the parties shall immediately enter into negotiations pursuant to Article 1 of this agreement for a successor agreement.

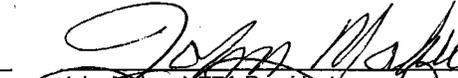
Except as otherwise expressly provided in this contract, nothing herein contained shall be deemed to limit the North Fork Local Board of Education or any agent acting in its behalf in any way in the exercises of the regular and customary functions of management, including, but not limited to, the making of such reasonable policies, rules and regulations governing the employees within the bargaining unit as it shall deem advisable.

By affixing our signatures, we affirm that necessary action has been taken to ratify and adopt this Agreement by our respective party.

FOR THE BOARD OF EDUCATION

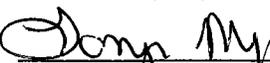
FOR THE ASSOCIATION

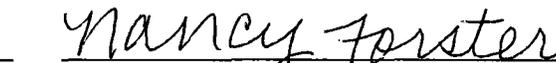
  
Lori Stradley, President

  
John Maker, NFEA President

  
Scott L. Hartley, Superintendent

  
Dana Decker, NFEA Vice President

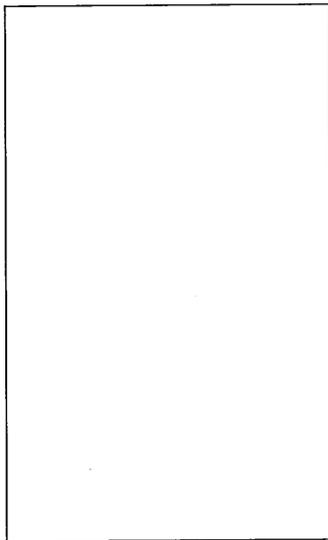
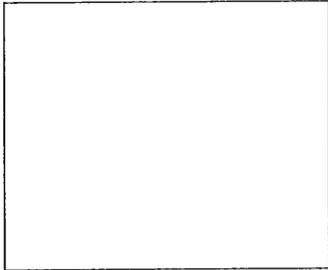
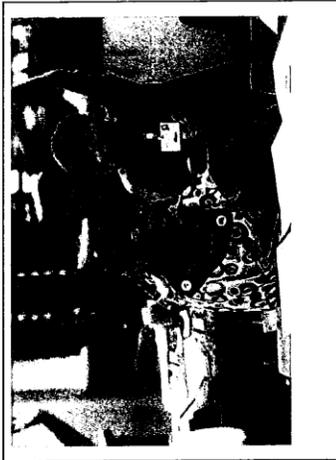
  
Tonya Mickley, Treasurer

  
Nancy Forster, NFEA Treasurer

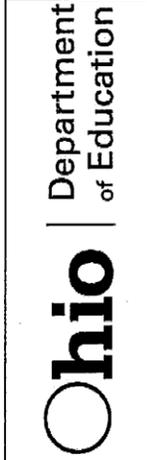
Date: May 19, 2014

Date: May 19, 2014

# Ohio Teacher Evaluation System



2012



Resources

11/13/12

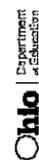
**Ohio Teacher Evaluation System**

**Contents**

**RESOURCES**

- Self-Assessment
- Professional Growth and Improvement Plans
- Pre- and Post- Conference Sample Questions
- Performance Rubric: Record of Evidence
- Conducting a Walkthrough / Informal Observation
- Post Conference Planning

5/18/12



(RECOMMENDED)

APPENDIX 1 page 3

**Ohio Teacher Evaluation System**

**Self-Assessment**

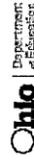
**Self-Assessment Summary Tool**

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

Name \_\_\_\_\_  
Date \_\_\_\_\_

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

5/18/12



**Professional Growth Plan**

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

5/18/12



**Improvement Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

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

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

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement
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**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

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

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

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

Actions to be Taken

Sources of Evidence that Will Be Examined

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**Section 4: Assistance and Professional Development**

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

--

Date for this Improvement Plan to Be Evaluated:

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

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

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

Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_
School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

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

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

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

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_
Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## Pre-Observation Planning and Lesson Reflection Resource Questions

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

<p><b>FOCUS (Standard 4: Instruction)</b></p> <ul style="list-style-type: none"> <li>• What is the focus for the lesson?</li> <li>• What content will students know/understand? What skills will they demonstrate?</li> <li>• What standards are addressed in the planned instruction?</li> <li>• Why is this learning important?</li> </ul> <p><b>ASSESSMENT DATA (Standard 3: Assessment)</b></p> <ul style="list-style-type: none"> <li>• What assessment data was examined to inform this lesson planning?</li> <li>• What does pre-assessment data indicate about student learning needs?</li> </ul> <p><b>PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)</b></p> <ul style="list-style-type: none"> <li>• What prior knowledge do students need?</li> <li>• What are the connections to previous and future learning?</li> <li>• How does this lesson connect to students' real-life experiences and/or possible careers?</li> <li>• How does it connect to other disciplines?</li> </ul> <p><b>KNOWLEDGE OF STUDENTS (Standard 1: Students Inventory for the Classroom)</b></p> <ul style="list-style-type: none"> <li>• What should the evaluator know about the student population? (See <i>Data Measures Inventory for the Classroom</i>)</li> <li>• How is this a developmentally appropriate learning activity?</li> </ul> <p><b>INSTRUCTION AND ASSESSMENT</b></p> <p><b>LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)</b></p> <ul style="list-style-type: none"> <li>• How will the goals for learning be communicated to students?</li> <li>• What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?</li> <li>• What strategies will be used to make sure all students achieve lesson goals?</li> <li>• How will content-specific concepts, assumptions, and skills be taught?</li> </ul> <p><b>DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)</b></p> <ul style="list-style-type: none"> <li>• How will the instructional strategies address all students' learning needs?</li> <li>• How will the lesson engage and challenge students of all levels?</li> <li>• How will developmental gaps be addressed?</li> </ul>	<p><b>RESOURCES (Standard 2: Content / Standard 4: Instruction)</b></p> <ul style="list-style-type: none"> <li>• What resources/materials will be used in instruction?</li> <li>• How will technology be integrated into lesson delivery?</li> </ul> <p><b>CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment)</b></p> <ul style="list-style-type: none"> <li>• How will the environment support all students?</li> <li>• How will different grouping strategies be used?</li> <li>• How will safety in the classroom be ensured?</li> <li>• How will respect for all be modeled and taught?</li> </ul> <p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <ul style="list-style-type: none"> <li>• How will you check for understanding during the lesson?</li> <li>• What specific products or demonstrations will assess student learning / achievement of goals for instruction?</li> <li>• How will you ensure that students understand how they are doing and support students' self-assessment?</li> <li>• How will you use assessment data to inform your next steps?</li> </ul> <p><b>COLLABORATION AND COMMUNICATION (Standard 6)</b></p> <ul style="list-style-type: none"> <li>• How do you cooperate with colleagues?</li> <li>• How do you work with others when there is a problem?</li> <li>• What is your communication style with students? With families? With colleagues?</li> <li>• In what ways do you seek the perspectives of others? Give an example.</li> </ul> <p><b>PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)</b></p> <ul style="list-style-type: none"> <li>• How do you apply knowledge gained from other experiences into your teaching?</li> <li>• Discuss ways you reflect and analyze your teaching.</li> <li>• What are some proactive ways you further your own professional growth?</li> </ul>
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5/18/12

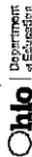
Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

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

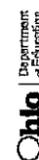


5/18/12

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

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

5/18/12

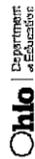


11

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

INSTRUCTION AND ASSESSMENT

5/18/12



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

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

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

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



5/18/12

16

## Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: *ineffective, developing, skilled or accomplished*.

## Guidelines for Informal Classroom Observations

### Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

### Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

### Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

**Classroom Walkthroughs and Informal Observations**

**Ohio Teacher Evaluation System**

**Make Time to Follow Up**

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

**Teacher Driven Observations**

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

**Types of Data**

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

5/18/12



18

**Ohio Teacher Evaluation System**  
**Classroom Walkthroughs and Informal Observations**

**Informal Observation: General Form**

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

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

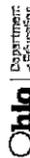
Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the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

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

**Evaluator Summary Comments:** \_\_\_\_\_

**Recommendations for Focus of Informal Observations:** \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_  Photocopy to Teacher



Informal Observation: Open-Ended Form

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

Table with 2 columns: TIMES, OBSERVATIONS

Evaluator Summary Comments:

Photocopy to Teacher

Evaluator Signature:



**Post Conference Planning**

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
  - 1.
  - 2.
  - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
  - 1.
  - 2.
  - 3.

**Four Key Elements of the Instructional Post-Conference**

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
  - Review Conference Process
  - General Impression Question
  - “How do you think the lesson went?”
2. Reinforcing the Teacher
  - Identify an area of Reinforcement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes
3. Refining the Teacher’s Skill:
  - Identify an area of Refinement (ONLY one area)
  - Ask Self-Analysis Question
  - Provide evidence from notes
  - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

5/18/12



**Final Summative Rating of Teacher Effectiveness**

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

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Each category's sub-scores are combined on the table to determine rating. The vertical axis of the table represents student growth measures, and the horizontal axis on the table represents teacher performance. By using the table, a final summative rating will be determined.

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



## Student Learning Objective (SLO) Template

*This template should be completed while referring to the SLO Template Checklist.*

Teacher Name: \_\_\_\_\_ Content Area and Course(s): \_\_\_\_\_ Grade Level(s): \_\_\_\_\_ Academic Year: \_\_\_\_\_

Please use the guidance provided in addition to this template to develop components of the student learning objective and populate each component in the space below.

### Baseline and Trend Data

*What information is being used to inform the creation of the SLO and establish the amount of growth that should take place?*

### Student Population

*Which students will be included in this SLO? Include course, grade level, and number of students.*

### Interval of Instruction

*What is the duration of the course that the SLO will cover? Include beginning and end dates.*

### Standards and Content

*What content will the SLO target? To what related standards is the SLO aligned?*

(REQUIRED)

APPENDIX 3  
SLO TEMPLATE CREATION

**Assessment(s)**

*What assessment(s) will be used to measure student growth for this SLO?*

**Growth Target(s)**

*Considering all available data and content requirements, what growth target(s) can students be expected to reach?*

**Rationale for Growth Target(s)**

*What is your rationale for setting the above target(s) for student growth within the interval of instruction?*



Student Name	Student Number	Baseline Score	Growth Target	Final Score	Exceeds/ Meets Target? (yes/no)

% of students that exceeded/ met growth target	Descriptive Rating	Numerical Rating
90 - 100	Most Effective	5
80 - 89	Above Average	4
70 - 79	Average	3
60 - 69	Approaching Avg.	2
59 or less	Least Effective	1

Final SLO Percentage	% Exceeding/Meeting Target: %
	% Below Target: %

NUMERICAL RATING OF SLO:
--------------------------



**Student Learning Objective (SLO) Template Checklist**

*This checklist should be used for both writing and approving SLOs. It should be made available to both teachers and evaluators for these purposes. For an SLO to be formally approved, ALL criteria must be met, and every box below will need a check mark completed by an SLO evaluator.*

Baseline and Trend Data	Student Population	Interval of Instruction	Standards and Content	Assessment(s)	Growth Target(s)	Rationale for Growth Target(s)
<p>What information is being used to inform the creation of the SLO and establish the amount of growth that should take place within the time period?</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies sources of information about students (e.g., test scores from prior years, results of preassessments)</li> <li><input type="checkbox"/> Draws upon trend data, if available</li> <li><input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses</li> </ul>	<p>Which students will be included in this SLO? Include course, grade level, and number of students.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies the class or subgroup of students covered by the SLO</li> <li><input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth</li> <li><input type="checkbox"/> If subgroups are excluded, explains which students, why they are excluded and if they are covered in another SLO</li> </ul>	<p>What is the duration of the course that the SLO will cover? Include beginning and end dates.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Matches the length of the course (e.g., quarter, semester, year)</li> </ul>	<p>What content will the SLO target? To what related standards is the SLO aligned?</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Specifies how the SLO will address applicable standards from the highest ranking of the following: (1) Common Core State Standards, (2) Ohio Academic Content Standards, or (3) national standards put forth by education organizations</li> <li><input type="checkbox"/> Represents the big ideas or domains of the content taught during the interval of instruction</li> <li><input type="checkbox"/> Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted)</li> </ul>	<p>What assessment(s) will be used to measure student growth for this SLO?</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies assessments that have been reviewed by content experts to effectively measure course content and reliably measure student learning as intended</li> <li><input type="checkbox"/> Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course</li> <li><input type="checkbox"/> Provides a plan for combining assessments if multiple summative assessments are used</li> <li><input type="checkbox"/> Follows the guidelines for appropriate assessments</li> </ul>	<p>Considering all available data and content requirements, what growth target(s) can students be expected to reach?</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> All students in the class have a growth target in at least one SLO</li> <li><input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth targets</li> <li><input type="checkbox"/> Sets developmentally appropriate targets</li> <li><input type="checkbox"/> Creates tiered targets when appropriate so that all students may demonstrate growth</li> <li><input type="checkbox"/> Sets ambitious yet attainable targets</li> </ul>	<p>What is your rationale for setting the target(s) for student growth within the interval of instruction?</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrates teacher knowledge of students and content</li> <li><input type="checkbox"/> Explains why target is appropriate for the population</li> <li><input type="checkbox"/> Addresses observed student needs</li> <li><input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets</li> <li><input type="checkbox"/> Explains how targets align with broader school and district goals</li> <li><input type="checkbox"/> Sets rigorous expectations for students and teacher(s)</li> </ul>

(RECOMMENDED)

APPENDIX 6  
LESSON PLAN TEMPLATE

## Lesson Plan Template

Recommended Format

**Unit Topic:**  
**Subject Area:**  
**Date:**

<b>Essential Understanding:</b>			
<b>State Indicators:</b>			
<b>Concepts:</b>		<b>Key Skills:</b>	
<b>Overall Authentic Assessment</b>			
<b>Essential Questions:</b>		<b>Vocabulary:</b>	
<b>Learning Activities:</b>	<b>Practice Activities:</b>	<b>Rethinking Activities: Self-assessment</b>	<b>Create and Reflect:</b>

**APPENDIX A  
NOTIFICATION OF EVALUATION**

This document is to inform \_\_\_\_\_ that he/she will be evaluated during the 20\_\_\_\_/20\_\_\_\_ school year. The evaluation procedure during the year will occur because of the following reason:

- \_\_\_\_\_ 1. Regular sequence of evaluation for limited contract.
- \_\_\_\_\_ 2. Regular sequence of evaluation for issuing continuing contract.
- \_\_\_\_\_ 3. Evaluation of continuing contract.
- \_\_\_\_\_ 4. Special evaluation due to areas of concern by administration.

Signature of teacher \_\_\_\_\_ Date \_\_\_\_\_

Signature of building administrator \_\_\_\_\_ Date \_\_\_\_\_

One copy of this form is to be retained by the teacher and one copy will be placed with the evaluation document when completed.

**NORTH FORK LOCAL SCHOOLS  
EVALUATION/ OBSERVATION DOCUMENT**

Teacher:

Evaluator:

School:

Grade/Subject:  Evaluation Year:

---

**Time Line Schedules**

**Date**

Pre-conference meeting: .....	<input type="text"/>
First observation .....	<input type="text"/>
Post -conference.....	<input type="text"/>
First evaluation/Post conference.....	<input type="text"/>
Second observation .....	<input type="text"/>
Post-conference.....	<input type="text"/>
Final evaluation/Post conference .....	<input type="text"/>

**NORTH FORK LOCAL SCHOOLS  
PROFESSIONAL GROWTH GOALS AND SELF ASSESSMENT**

Teacher:  Grade/Subject:   
 Building:  Date:

**Personal Goals**

Educational growth goals should consider the areas of education and teaching involving the teacher, including: classroom management, planning, content knowledge, student learning, technology, organization, and classroom environment.

Goals	Procedure(s) to be followed in working toward goal	Evidence that will show goal has been met

**Signatures:** Signature indicates completion of requirement, not necessarily agreement.

Teacher \_\_\_\_\_  
 Administrator \_\_\_\_\_

Date \_\_\_\_\_  
 Date \_\_\_\_\_

**Improvement Strategies:**

**Additional Comments:**

**Comments by Teacher:**

**Satisfactory**

**Recommend for Renewal**

**Unsatisfactory**

**Recommend with Conditions  
(Attachment)**

**Recommend for Non Renewal**

**Signatures:** Signature indicates completion of requirement, not necessarily agreement.

**Teacher:** \_\_\_\_\_ **Conference Date:** \_\_\_\_\_

**Administrator:** \_\_\_\_\_ **ConferenceDate:** \_\_\_\_\_

**NORTH FORK LOCAL SCHOOLS  
COUNSELOR OBSERVATION**

Counselor \_\_\_\_\_ Date \_\_\_\_\_

Administrator \_\_\_\_\_ Time \_\_\_\_\_

COLUMN 1 – KEY FOR SELF-APPRAISAL

E Exemplary  
S Satisfactory  
NI Needs Improvement  
U Unsatisfactory  
NA Not Applicable

COLUMN 2 – KEY FOR OBSERVER’S APPRAISAL

E Exemplary  
S Satisfactory  
NI Needs Improvement  
U Unsatisfactory  
NA Not Applicable

C C  
o o  
l l  
u u  
m m  
n n  
l 2

I. INFORMATION SERVICES

Students

		<u>Schedule Students</u>
		<u>Distribute Student registration booklets, registration forms, handbooks containing course-descriptions and/or graduation requirements, as necessary</u>
		Visit feeder schools to discuss scheduling procedures and course selections.
		Work with administrators to coordinate programs for students.
		Make available to students information regarding careers, study skills and personal-social development.
		Provide students with information about post-secondary education and training including sources of financial aid.

--	--

Provide information related to testing.

Staff


Provide staff with information as requested on topics such as “skills,” community agencies, the world of work and career opportunities for students, substance/chemical abuse and student referral procedures and agencies for counseling family, social adjustment, and personal issues.

Provide support for staff in working with students.

Parents


Assist with orientation meetings.

Provide parents with information about community agencies which may provide assistance to them and/or their family, as requested.

Provide parents with information and ongoing support on post-secondary education and training, including sources of financial aid

II. PUPIL APPRAISAL AND RECORDS SERVICE

Identify Student Skills and Abilities


Coordinate testing programs.

Coordinate and communicate interpretation of test results (students, parents, and staff).

Use test data and teacher recommendation to identify students with special needs, talents, abilities, achievements, and interests.

Keep on file a list of students recommended for special honors.

Confer with staff, administrators, parents, and students for placement in advanced or developmental classes, using test data and teacher recommendations.

Participate in Intervention Assistance Teams.

Notify student and legal guardian of credit deficiencies.

III. GROUP GUIDANCE SERVICES

--	--

Provide group guidance services to students.

		Provide students an opportunity to discuss personal goals and problems (divorce, death and dying, mend to mend, etc.).
		Provide students with information about the High School, curriculum, facilities, policies, extra-curricular activities, etc.
		Provide information on high school, post-secondary, and college planning.
		Provide information concerning prevention of chemical abuse.

IV. INDIVIDUAL COUNSELING SERVICES

		Provide counseling services to students.
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V. CONSULTATIVE SERVICES

		Provide consultative services to staff and parents.
		Share relevant information about students with classroom teachers.

VI. PARENT CONFERENCE SERVICES

		Provide parents with information about guidance program.
		Meet with parent groups during orientation, open house, and at other appropriate times to explain the guidance services available in our schools.
		Coordinate and facilitate parent conference on an "as needed" basis.
		Assist parents in interpreting test results.

VII. PLACEMENT SERVICES TO STUDENTS

		Students will be scheduled into classes.
		Coordinate placement of students into appropriate classes.
		Provide information about post-secondary educational and training and military opportunities.

VIII. RESOURCE COORDINATION SERVICES


Provide target groups with information about appropriate referral agencies.

Make printed information available to target groups.

Coordinate the referral process.

COMMENTS (Administrator):

COMMENTS (Counselor):

\_\_\_\_\_  
Signature (Administrator)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Counselor)

\_\_\_\_\_  
Date

**APPENDIX E  
NURSE EVALUATION**

North Fork Local School District  
Nurse Observation Report

Nurse \_\_\_\_\_ Date \_\_\_\_\_  
 Administrator \_\_\_\_\_ Time \_\_\_\_\_

COLUMN 1 – KEY FOR SELF-APPRAISAL

E Exemplary  
 S Satisfactory  
 NI Needs Improvement  
 U Unsatisfactory  
 NA Not Applicable

COLUMN 2 – KEY FOR OBSERVER’S APPRAISAL

E Exemplary  
 S Satisfactory  
 NI Needs Improvement  
 U Unsatisfactory  
 NA Not Applicable

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I. STUDENT SERVICES

		<u>Maintains current health records.</u>
		<u>Conducts/coordinates/delegates tasks related to vision screening.</u>
		Conducts/coordinates hearing screening.

		Conducts/coordinates hearing/vision screening for students referred by teachers, parents, or psychologist.
		Checks students for undetermined ailments.
		Administers first aid treatment (bumps, bruises, scratches, cuts) when on duty in that building.
		Notifies emergency squad for assistance from local paramedics for injured students as necessary
		Works with the special needs of handicapped students as necessary.

## II. PARENT SERVICES

		Notifies parents, in writing, of exclusion from school for student with incomplete immunization records.
		Informs parents of students who do not pass vision hearing screenings.
		Provides parents instruction and literature on current procedures for treatment of student and family (Pediculosis, fifth disease, impetigo) and general hygiene.
		Assists with home visits when necessary.
		Serves as a resource person for parents, using information and materials from the County and State Health Departments, local physicians, dentists and service agencies.
		Informs new Kindergarten parents of health services during orientation.

## III. RECORD KEEPING SERVICES

		Compiles/coordinates health information from emergency cards and medical authorization forms.
		Prepares exclusion letters of students with incomplete immunization records.

--	--

Establishes and maintains a record keeping system for all health related services.

#### IV. STAFF SERVICES

--	--

Effectively maintains confidentiality related to health services.

Provides teachers with health information folders with lists of special health problems for their students.

--	--

Conducts in-service programs for staff on special health problems or concerns, as requested.

--	--

Communicates and provides technical, health related support to health aides in designated buildings.

#### V. PROFESSIONAL DEVELOPMENT


Attends coordination meetings with nurses, health aides, and supervisor.

Attends meetings with supervisors concerning policies and procedures.

COMMENTS (Administrator):

COMMENTS (Nurse):

\_\_\_\_\_  
Signature (Administrator)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Nurse)

\_\_\_\_\_  
Date

NORTH FORK LOCAL SCHOOLS  
TECHNOLOGY OBSERVATION

Professional Development Coordinator:

Date of Observation:

**Staff Professional Development:**

**Technology Coordinator:**

**Personal/Social Development:**

**Recommendations:**

**Signatures:** Signature indicated completion of requirements, not necessarily agreement.

Teacher: \_\_\_\_\_ ConferenceDate: \_\_\_\_\_

Administrator: \_\_\_\_\_ ConferenceDate: \_\_\_\_\_

**NORTH FORK LOCAL SCHOOLS  
PARENT COMPLAINT**

**GUIDELINES AND INSTRUCTIONS FOR USE**

1. Fill out the attached form indicating the nature of the incident/ complaint. Be sure to include who was involved and any information that will be helpful in solving this issue.
2. Upon completion of the form please give to the building administrator for the process of solving the complaint to begin.
3. Upon receipt of the written teacher complaint form, the building administrator will give the form to the teacher. Once the teacher has received the form, the teacher will have at least two work days to contact the parent.
4. After contacting the parent, the teacher will provide the building administrator a written summary of the outcome of the issue.
5. In the event the complaint could not be solved by direct communication between the parent and the teacher, a conference between teacher, parent, and administrator will take place. A written summary of the meeting must be kept by the building administrator.
6. If the complaint is warranted, then clear expectations for correcting the problem must be developed at the meeting.
7. If the parent is still not satisfied, the parent may arrange a conference with the superintendent. The superintendent shall make a report of said conference and provide a copy to the teacher, parent and building administrator involved.
8. If the parent is still not satisfied, the parent may request a meeting with a majority of the board in executive session. A copy of the board's recommendation shall be given to the superintendent, parent, building administrator and teacher.

If the superintendent, board, or any board member(s) receive an initial complaint from a parent about a teacher, he or she shall request that the parent follow the procedure as established. He or she shall also refer the matter to the appropriate administrator. The administration reserves the right to initiate or skip the written complaint procedures for those complaints that might warrant criminal proceedings. Verbal complaints will be accepted only in areas concerning safety issues.



## CONTINUING CONTRACT REQUIREMENTS

### I. LICENSING REQUIREMENT

In order to be eligible for continuing contract status, a teacher must hold either:

- A. A professional, permanent, master teacher, or life certificate

### II. COURSEWORK REQUIREMENT

- A. If a teacher holds a professional, permanent, or life certificate, no additional coursework is required for continuing contract eligibility.
- B. If a teacher prior to January 1, 2011 holds a professional license, then he or she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:
  - 1. If the teacher did NOT hold a master's degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate/license;
  - 2. If the teacher DID hold a master's degree at the time he or she received his or her first teaching certificate/license, 6 semester hours of graduate coursework must have been taken since the receipt of that first teaching certificate/license.
- C. If a teacher on or after January 1, 2011 holds a professional license, then he or she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:
  - 1. If the teacher did NOT hold a master's degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate/license;
  - 2. If the teacher DID hold a master's degree at the time he or she received his or her first teaching certificate/license, 6 semester hours of graduate coursework must have been taken since the receipt of that first teaching certificate/license.
  - 3. If the teacher held an educator's license for at least seven (7) years.

### III. THE SERVICE REQUIREMENT

In order for a teacher to be considered eligible for continuing contract status, he or she must serve in the district for a minimum number of years as follows:

- A. Three years (not necessarily consecutive) within the last five-year period; or
- B. Two years, if the teacher previously held a continuing contract in another Ohio school district.

### IV. OTHER KEY CONCEPTS

- A. 120 actual days of service within a school year.
- B. Actual filing of license with Board may not be necessary if, prior to April 30, Board has reasonable notice from other sources that appropriate license held.
- C. License must be recognized if it will be effective by the time the next school year commences.
- D. Reference letter from the building administrator.
- E. Satisfactory evaluations.
- F. Continuing contract status exists at the start of the next fiscal school year.

**APPENDIX I  
TUITION REIMBURSEMENT FORM**

***NORTH FORK LOCAL SCHOOL DISTRICT***

**TUITION REIMBURSEMENT APPLICATION**

Tuition reimbursement will be administered in keeping with the NFEA Negotiated Agreement in effect at the time the course work begins.

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED TO THE DISTRICT SUPERINTENDENT. ALL REQUESTS MUST BE SUBMITTED AND APPROVED BY MAY 1 OF EACH FISCAL YEAR FOR ALL COURSES COMPLETED OR WILL BE COMPLETED WITHIN THE SAME FISCAL YEAR. INCOMPLETE FORMS WILL BE RETURNED.

<b>NAME</b>	<b>DATE of APPLICATION</b>
<b>BUILDING</b>	<b>COLLEGE OR UNIVERSITY NAME</b>
<b>CLASS NAME</b>	<b>CLASS NUMBER</b>
<b>NUMBER OF SEMESTER HRS.</b>	<b>NUMBER OF QUARTER HRS.</b>
<b>DATE CLASS BEGINS</b>	<b>DATE CLASS ENDS</b>

I acknowledge that I will be receiving this tuition reimbursement payment under Article 13 of the current agreement between the North Fork Education Association and the North Fork Local School District Board of Education and also acknowledge my obligation under Section II-H of that Article to teach in the North Fork Local School District next school year unless my teaching contract is suspended as part of a reduction in force. If I do not teach in the District next year in fulfillment of this obligation, I recognize that the District will recoup the tuition reimbursement payment I am now receiving by deducting such amount from any salary amount that may still be due me; if no deduction can be made (or the amount available for deduction is insufficient to cover the entire amount), I agree to repay the District in full (or the difference if a deduction for part of the entire amount occurred) and not to contest any action by the District to recover such amount from me in the event I do not make the repayment.

\_\_\_\_\_

Employee Signature

\_\_\_\_\_

Date

Date application received at Administrative Office \_\_\_\_\_ Received by \_\_\_\_\_

\_\_\_\_\_ Your application has been approved.  
has been denied.

\_\_\_\_\_ Your application

**List of items you will need to submit in accordance with the negotiated agreement before you can be reimbursed:**

- 1. Official report card/transcript**
- 2. Invoice from school showing the cost of the class**
- 3. Proof of payment; if writing a check will need a copy of the back and front of your canceled check, copy of credit card statement, a receipt from the school if you paid cash.**

Credit Hours Approved to Date \_\_\_\_\_ Credit Reimbursement ***Requested***  
\$ \_\_\_\_\_ ***Approved*** \$ \_\_\_\_\_

\_\_\_\_\_

Superintendent Signature

Date

SCHOOL DISTRICT, MRDD & COMMUNITY SCHOOL  
EDUCATOR MISCONDUCT REPORTING FORM

Ohio Revised Code 3319.313 and 5126.253 requires public and nonpublic schools, including county MR/DD boards and community schools to report to the Superintendent of Public Instruction, the name and a factual statement of any license holder who engages in professional misconduct.

A. Please check the type of education entity you are:

- School District
- Educational Service Center
- Community School
- MRDD
- Other (please specify): \_\_\_\_\_

Name and Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person Name and Title \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_

Fax Number ( ) \_\_\_\_\_

Email Address \_\_\_\_\_

B. Educator's Information:

Name \_\_\_\_\_

\*S.S.N. \_\_\_\_\_

Date of Birth \_\_\_\_\_

Most Recent Position \_\_\_\_\_

Educator's Home Telephone Number ( ) \_\_\_\_\_

Educator's Home Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Thank you for providing this information. Upon receipt, the Office of Professional Conduct will review the information submitted and determine if further information is needed. If it is determined that further information is needed, the Office of Professional Conduct will contact the person that submitted this form.

Please be advised that under Revised Code 3319.314, you are required to maintain all information related to this report in the employee's personnel file. If the State Board of Education does not pursue disciplinary action against the reported employee, you are required to move all information related to this report from the employee's personnel file to a separate, public file. The Office of Professional Conduct will notify the contact person on this form if no discipline is warranted.

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All information submitted to the Office of Professional Conduct is confidential and not a public record pursuant to Revised Code 3319.311.

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Please fax (614-995-3752) or mail all documentation to:

Ohio Department of Education  
Office of Professional Conduct  
25 South Front Street  
Mail Stop 104  
Columbus, OH 43215  
Website: [www.ode.state.oh.us](http://www.ode.state.oh.us)

If you need assistance in completing this form, please contact the Office of Professional Conduct at (614) 466-5638.

Completion and submission of this form does not relieve school employees of their statutory duty to report known or suspected child abuse to the appropriate children services or law enforcement agency.

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