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# **COLLECTIVE BARGAINING AGREEMENT**

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**between the**

**NEW LONDON BOARD OF EDUCATION**

**and the**

**NEW LONDON EDUCATION ASSOCIATION**

**July 1, 2015 to June 30, 2018**

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## ARTICLE I – RECOGNITION

### 1.01 RECOGNITION

#### A. Association Recognition

The New London Board of Education, hereinafter the “Board”, hereby recognizes the New London Education Association OEA/NEA, hereinafter the “Association” or “NLEA”, as the sole and exclusive bargaining representative for the purpose of collective bargaining.

#### B. Definition of the Bargaining Unit

1. Bargaining unit members, hereinafter “employees” or “teachers”, shall mean only certified personnel under regular teaching contracts, employed by the Board including teachers employed as substitutes with an assignment to one (1) specific teaching position for a period of sixty (60) days or longer.
2. The bargaining unit shall not include any personnel employed as management personnel, i.e., management level staff are defined as those employees who have the right to hire, fire, discipline, evaluate and/or recommend or participate in such actions, all other confidential employees, substitutes, temporarily certified tutors, or other casual employees.

## ARTICLE II – PROCEDURES FOR CONDUCTING NEGOTIATIONS

### 2.01 NEGOTIATING TEAMS

Members of the negotiations team for the Board shall be named by the Board. Members of the negotiations team for the Association shall be named by the Association. Each team may have up to seven (7) members.

### 2.02 DIRECTING REQUESTS

All requests for formal negotiations meetings shall be made in writing. Requests initiated by the Association shall be directed to the superintendent acting as representative of the Board. Requests initiated by the Board shall be directed from the superintendent to the president/co-presidents of the Association and/or the designated chairperson of the Association’s Negotiation Team. The request for negotiations shall be submitted in writing on or before March 15 of any calendar year in which a current contract expires. A convenient meeting date shall be set no later than March 30, unless both parties agree to a later date. At the initial bargaining meeting, both parties shall submit to each other proposals for negotiations in such written detail so that the proposals, if agreed to by the other party, would express the entire agreement between the parties with respect thereto.

Thereafter, neither party shall submit additional items for negotiations except with the consent of the other party.

2.03 NEGOTIATION PROCEDURES

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in Section 2.02 above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day.

2.04 CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

2.05 PROGRESS REPORTS

The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media unless such an issuance has the prior approval of both parties.

2.06 REACHING AGREEMENT

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the Board shall by resolution, adopt the agreement. The Association agrees to abide by the terms of the agreement and to take the necessary action to advise its members of the terms of the agreement.

2.07 IMPASSE PROCEDURE

A. In the event either of the parties declares impasse or in the event agreement is not reached on all items submitted for negotiations prior to the expiration of this Collective Bargaining Agreement (unless the parties mutually agree to a later date), a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take

such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.

- B. Should the parties be unable to reach agreement as the result of the mediation process as defined above, the impasse provisions of this Collective Bargaining Agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code 4117, provided however that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117.
- C. The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon dispute settlement procedure that supersedes the statutory procedures set forth in Section 4117.14 of the Ohio Revised Code.

### **ARTICLE III – PROFESSIONAL GRIEVANCE PROCEDURE**

#### **3.01 GENERAL INFORMATION**

- A. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of a provision(s) of this Agreement and/or Board policy.
- B. A grievant shall mean the Association, a person or group alleging some violation, misinterpretation, or misapplication of the aforementioned agreement has actually occurred. A grievance alleged to be a “group” grievance shall have arisen out of identical circumstances affecting each member of said group.
- C. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding. Such informal settlements shall not contradict or be in violation of the provisions of this agreement.
- D. No reprisals of any kind shall be taken against any member participating in a grievance.
- E. As used herein, “days” shall be working days. A working day during the summertime, when teachers are not working, is defined as a regular working day if the Board office is open.
- F. The Association shall have the right to have a representative present at each step.

#### **3.02 GRIEVANCE PROCEDURE**

*Step One:* Any employee having a grievance shall first discuss such grievance with his/her building principal/immediate supervisor.

*Step Two:* If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to lodge a written grievance

with such employee's immediate supervisor/building principal. If such grievance is not lodged within twenty (20) days following the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall be on the standard form which is attached hereto as Appendix A and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the memorandum, contract, policy, rule or regulation allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the superintendent. The grievant shall have a right to request a hearing before the immediate supervisor/building principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The aggrieved shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by counsel and/or by a representative of NLEA/OEA/NEA.

The immediate supervisor/building principal shall take action on the written grievance within five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the superintendent.

Step Three: If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the superintendent. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the immediate supervisor/principal's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the superintendent within five (5) working days after the receipt of the request. The aggrieved shall have the right to be represented at such hearing by a representative of NLEA/OEA/NEA.

The superintendent shall take action on the appeal of the grievance within five (5) working days after receipt of the appeal, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the immediate supervisor/building principal.

Step Four: If the superintendent's disposition of the grievance does not satisfactorily resolve the grievance, the grievant or the Association may, within five (5) days after the answer is given or should have been given, refer the grievance in writing to the Board. Within fifteen (15) days after such referral, a committee of the Board shall meet in executive session with the grievant, representatives of the Association, and such others as deemed necessary for the purpose of resolving the grievance. The Board shall, by official action, make its answer to the grievance.

Grievances which are based upon alleged violations, misinterpretations, or misapplications of established Board policy may be appealed only to the Board, i.e. grievances based on Board policy may not be taken to arbitration.

Step Five: If action taken by the Board does not resolve the grievance to the satisfaction of the grievant and if the grievance arises from an alleged violation of the negotiated contract, the grievance may be appealed to the American Arbitration Association provided such appeal is within ten (10) days from the receipt of the Board's notice and has the concurrence of the Association's grievance committee.

If appealed to the Arbitrator, the Arbitrator shall be chosen from a list provided by the American Arbitration Association. Selection and hearings shall be in accordance with the voluntary rules and regulations of the American Arbitration Association. Either party may request a second list of arbitrators.

Bargaining unit members attending the arbitration hearing shall be released to participate in the hearing without the need to utilize any of the bargaining unit members' contractual leave provisions.

The Arbitrator shall hold the necessary hearing promptly, and shall issue an opinion in writing to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant. However, the arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issues not submitted to him/her. The arbitrator shall in no way interfere with management prerogatives involving Board discretion, nor limit nor interfere in any way with the powers, duties, and rules and regulations having the force or effect of law. Nor shall the arbitrator have the authority to subtract from, add to, or alter the terms of this contract.

The cost of arbitration shall be paid by the loser of said grievance, determined by the arbitrator. If a loser cannot be determined, the cost shall be shared equally by the Board and the Association.

#### ARTICLE IV – ASSOCIATION RIGHTS

##### 4.01 MAIL

The Association, or any of its committees, shall be entitled to use the school mail and teachers' mailboxes for reasonable distribution of any material.

4.02 USE OF SCHOOL FACILITIES

The Association, or any of its committees, shall be entitled to use school facilities and equipment when such facilities and/or equipment shall be used for Association business only. Supplies necessary for the use of the equipment shall be furnished or paid for by the Association. When the custodian is on duty, the building may be utilized without cost to the Association.

4.03 BULLETIN BOARDS

The building principal shall designate bulletin space in each building for the general use of the Association. The bulletin board space shall be located in an area readily accessible to and reasonably frequented by teachers.

4.04 ORIENTATION OF NEW TEACHERS

The president/co-presidents and Executive Committee of the Association will be provided with adequate time to meet with teachers new to the system and to distribute information during either the morning or afternoon session of orientation activities.

4.05 ASSOCIATION BUILDING MEETINGS

Representatives of the Association will be allowed to call a meeting of Association members within the building, but not during the teacher day. The Association agrees to pay the cost of custodial fees if a meeting is scheduled during a time when custodians are not normally assigned.

4.06 DISTRIBUTION OF AGREEMENT

- A. Within a reasonable time after this agreement is signed, copies of this agreement shall be ordered. The Association shall take the responsibility of having the agreement typed. The Association shall take the responsibility of duplicating the agreement. The Board and the Association shall share the cost of duplication, not to exceed \$100.00. No charge will be made by either party for labor costs. The agreement shall also be available via intranet on the District internal server and will be accessible within thirty (30) days of receipt by both parties.
- B. The Board and the Association shall have the opportunity to proofread and approve the agreement before and after printing.
- C. The Association shall be forwarded one (1) copy for each bargaining unit member plus twenty (20) additional copies. The Board shall be forwarded one (1) copy for each Board Member plus twenty (20) additional copies.
- D. Newly hired employees will be furnished a copy of this agreement by the Association.

4.07 PRESIDENT/CO-PRESIDENTS RELEASE TIME

The Board shall provide the Association president/co-presidents with up to three (3) hours of release time per week as requested by the president/co-presidents. The release time must be used for Association business/activities.

4.08 INFORMATION

The Association president/co-presidents shall be provided the following without charge:

- A. Advance notice of all Board meetings at the same time such notice is supplied to news media.
- B. Complete agenda for all regular and special Board meetings.
- C. Copies of approved Board minutes.
- D. Copies of all routinely prepared financial documents that are provided to Board members on a monthly basis.
- E. A copy of the Board Policy Manual will be available on the website for review.
- F. An annually updated seniority list by October 15, showing the date of hire as a regular employee, first day worked, areas of certification/licensure as shown by certificates/licenses on file with the Board office, contract status, and years of seniority to the last full year completed through June 30. Seniority shall be defined by Article VII (Section 7.02) of this Collective Bargaining Agreement. Each employee shall have a period of thirty (30) work days after October 15 (or the actual date the Association receives the list, if later than October 15) to advise the superintendent in writing of any inaccuracies, and the superintendent shall make such adjustment as may be in order and provide the corrected list within ten (10) working days.

4.09 PLACEMENT ON BOARD AGENDA

The Association president/co-presidents or designee shall be placed on the Board's agenda for each regular meeting and special meeting.

**ARTICLE V – SALARY AND FRINGE BENEFITS**

5.01 SALARY

- A. The base salary shall be increased two percent (2%) effective July 1, 2015; one and one half percent (1.5%) effective July 1, 2016; and one and one half percent (1.5%) effective July 1, 2017.

- B. For certified staff hired on or before January 1, 2015, in addition to the above-stated salaries, a five and one-half percent (5 ½%) pick-up of retirement shall be paid by the Board. The balance of each employee's retirement contribution will be tax-sheltered. The 5 ½% pick-up of retirement shall also apply to wages paid for positions listed on the Supplementary Salary Schedule.
- C. For certified staff hired on or after January 1, 2015, the certified staff shall pay the employee share of STRS. Starting with the 2015-16 school year, a neutral cost amount to the Board will be transferred to the BA+0 and a new salary schedule will be created to replace the previous 5.5% pickup of retirement paid by the Board for new certified staff.
- D. If during the life of this contract the state minimum base salary and/or the state minimum index are increased to levels which exceed those agreed to in this contract, the base salary and/or the index shall be increased to the state mandated levels.

5.02 SALARY SCHEDULES (See Appendices D-1, D-2, and D-3)

5.03 SUPPLEMENTAL SALARY SCHEDULE (See Appendix E)

5.04 HEALTH INSURANCE

- A. Starting with the 2015-16 school year, the Board shall pay 85% of the monthly premium for medical insurance (medical and Rx), and employees shall pay 15% of the monthly premium. Bargaining unit members will contribute \$5.00 per month toward the dental premium.
- B. An employee may enroll in or change the status of his/her insurance coverage due to any of the following conditions:
  - 1. open enrollment period(s)
  - 2. change in marital status
  - 3. birth or adoption of a child
  - 4. death of spouse or dependent
  - 5. any event outside of the spouse's or employee's control which causes loss of insurance
  - 6. any event which changes dependent status.
- C. An Employee Health Benefits Committee comprised of four (4) teachers – one (1) from each of the four (4) buildings and appointed by the Association, the Association president/co-presidents (or designee), the superintendent, treasurer,

and two (2) non-certificated/licensed personnel shall be established on an annual basis.

The purpose of this committee is to review health insurance-related information, assist in the dissemination of such information to staff, and bring health benefits concerns to the committee for discussion and response.

The Employee Health Benefits Committee shall have no authority to alter the benefit of any health insurance program.

- D. A bargaining unit member may elect not to receive any insurance coverage provided above (Medical, Dental or Vision) and instead elect to receive additional compensation of one thousand six hundred dollars (\$1,600) per year, less applicable payroll deductions, to be paid on August 1 following the plan year of non-participation. If the total number of teachers who opt out for the 2013-14 school year is three (3) more than opted out for the 2012-13 school year, the compensation for all teachers who opt out will be three thousand dollars (\$3,000) instead of one thousand six hundred dollars (\$1,600). Husbands and wives who are both employed by the New London Local Schools are not eligible for this compensation. This payment shall be processed in accordance with the District's §125 Plan.

In order to elect this option and receive this additional compensation, the bargaining unit member must notify the treasurer on a Board provided waiver form of his/her desire to waive insurance coverage no later than August 31.

In the event of a change in the need for insurance, the employee may reinstate coverage according to Article V and the insurance policies. There shall be no pre-existing condition exclusion for any teacher who re-enters the insurance program.

- E. Effective July 1, 2015, or as soon thereafter as permitted, the plan shall be the HESE wellness plan, which has been provided to the NLEA bargaining team.

### **SCHEDULE OF BENEFITS**

The Plan has two (2) open enrollment periods. The first open enrollment period is during the month of January with coverage effective January 1. The second open enrollment period is during the month of September with coverage effective September 1.

### **COMPREHENSIVE MAJOR MEDICAL EXPENSE COVERAGE**

The Plan will pay, after satisfaction of the specified Deductible Amount, the Benefit Percentage indicated in the Schedule of Benefits, subject to the specified maximum:

The level of benefits payable under this Plan depends on whether a Covered Person chooses to obtain medical care from a Network or Non-Network Provider. The Plan encourages the selection of a Network Provider by paying higher benefits when a Covered Person obtains medical care from a Network Provider.

Certain facilities, medical centers, and medical providers have been designated as Network Providers under the Plan. Treatment obtained from any Network Provider is payable as specified in the Schedule of Benefits under Network benefits.

All other medical providers and facilities are considered Non-Network Providers. Treatment obtained from any Non-Network Provider is payable as specified in the Schedule of Benefits under Non-Network benefits.

Charges made by a Non-Network Provider may exceed the Reasonable and Customary (R&C) amount for such procedures and a Covered Person may be balance billed for the difference.

Overall maximums are Plan maximums that apply to Network and Non-Network benefits combined.

### MAJOR MEDICAL EXPENSE COVERAGE

Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26; Removal upon End of Month	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
Wellness Plan (buy-down) Deductible – Single/Family <sup>1*</sup>	\$500 / \$1,000	\$500 / \$1,000
Wellness Plan (without buy-down) Deductible – Single/Family <sup>1**</sup>	\$750 / \$1,500	\$750 / \$1,500
<i>Requirements for Wellness Plan (Deductible change occurs on calendar year basis)</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1st.</i>	<i>Complete Screening and/or Physician form and Health Assessment – November 1st.</i>
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000* \$750 / \$1,500**	\$2,500 / \$5,000* \$2,250 / \$4,500**
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**
Maximum Coinsurance Out-of-Pocket (COOP) <sup>7</sup> (Medical copays paid once deductible and coinsurance out-of-pocket maximum have been met) – Single/Family Effective 01/01/14	\$1,500 / \$3,000* \$1,500 / \$3,000**	\$3,000 / \$6,000* \$3,000 / \$6,000**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2, 7</sup>	\$25 copay, then 100%	\$25 copay, then 70%
Specialist Office Visit <sup>2, 7</sup>	\$40 copay, then 100%	\$40 copay, then 70%
Urgent Care Office Visit <sup>2, 7</sup>	\$40 copay, then 100%	\$40 copay, then 70%
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with federal law<sup>6</sup></b>	100%	70% after deductible
Routine Physical Exams	100%	\$25 copay, then 70%
Well Child Care Services Including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (Birth to age 21 - Unlimited)	100%	\$25 copay, then 70%
Routine Mammogram (One per benefit period)	100%	70% not subject to deductible
Routine Pap Test (One per benefit period)	100%	70% not subject to deductible
Routine Prostate Specific Antigen (PSA)	100%	70% not subject to deductible
Routine Endoscopies	100%	70% not subject to deductible
All Routine X-rays, Medical Tests and Laboratory Tests	100%	70% not subject to deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy - Professional Only (12 visits per benefit period)	50% after deductible	50% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>3, 7</sup>	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room <sup>4, 7</sup>	\$200 copay, then 90%	\$200 copay, then 70%
<b>Inpatient Facility</b>		
Semi-Private Room and Board – Including Ancillaries (365 days per in-hospital benefit period <sup>5</sup> )	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (Two days available for each unused in-hospital day)	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance - air if medically necessary	90% after deductible	
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible

Benefits	Network	Non-Network
<b>Mental Health and Substance Abuse - Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 4th quarter carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

<sup>5</sup>An in-hospital benefit period is a period of time beginning when the member enters a hospital and ending when he/she has been out for 90 consecutive days.

<sup>6</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>7</sup>COOP - Coinsurance Out-of-Pocket Maximum - Once deductible & coinsurance maximum has been met, all network services will pay at 100%.

## PRESCRIPTION DRUG EXPENSE COVERAGE

Covered by wellness plan.

## DENTAL EXPENSE COVERAGE

Dental Expense Coverage for a Dependent child is available from birth to age twenty-three (23). Dental Expense Coverage eligibility extends from age twenty-three (23) to age twenty-five (25) provided the child is a full-time student at an accredited school, college or university. Proof of full-time student status will be required.

Calendar Year Maximum for  
Other than Orthodontic Services.....\$1,500

Orthodontic Lifetime Maximum.....\$1,000

Calendar Year Deductible Amount

Individual.....\$25  
Family.....\$50

The Deductible Amount is waived for Preventive & Diagnostic Services and Orthodontic Services.

Benefit Percentage

Preventive & Diagnostic Services.....100% of R&C  
Basic Restorative Services..... 80% of R&C  
Major Restorative Services..... 60% of R&C  
Orthodontic Services..... 60% of R&C

5.05 SECTION 125 ACCOUNT

A Section 125 flexible spending account shall be available to each employee. Participation in such flexible spending account shall be at the option of each individual employee. Administrative costs required by the plan shall not be paid by the Board.

5.06 LIFE INSURANCE

- A. For employees under seventy (70) years of age, the Board shall provide for each bargaining unit member a fifty thousand dollar (\$50,000) term life insurance policy with a fifty thousand dollar (\$50,000) accidental death and dismemberment provision.
- B. For employees seventy (70) years of age and older, the Board shall provide benefits according to the following:

<u>Attained Age</u>	<u>Benefit as a Percentage of Pre-70 Coverage</u>
70-74	42%
75-79	28%
80-84	19%
85+	13%

5.07 PAYCHECKS

- A. The Board will provide the teacher with a twenty-six (26) pay period plan.
- B. Reusable pay envelopes shall be provided by the treasurer's office for each regular pay period during the school year. These envelopes shall be returned to the treasurer's office after each pay period so that they may be used again.
- C. The twenty-six (26) pay period is a biweekly pay period plan. Teachers shall receive their paychecks every other Friday except as elsewhere provided.
- D. Employees shall be paid utilizing direct deposit of paychecks. Employees may opt to receive deposit verification by email instead of paper form. The employee must notify the treasurer if he/she chooses this option.

During the school year, the following notices shall be sent via e-mail to the instructional staff instead of being in paper form:

Staff News and Notes  
Vacancy Notices  
Payroll Reminders  
Other General Information

During the summer break, employees may opt to receive the above via e-mail. The employee must notify the treasurer if he/she chooses this option. If the employee who chooses this option cannot access school e-mail from home, he/she must provide a home e-mail address.

- E. Pay envelopes and postage shall be provided by the treasurer's office for direct deposit slips received during the months of June, July, and August when school is not in session.
- F. Pay for supplementals shall be paid in a lump sum after the supplemental activity has ended and proof has been provided that all obligations have been fulfilled.

5.08 PAYROLL DEDUCTIONS

All payroll deductions in effect July 1, 2001, shall remain in effect. The cost of new deductions requested by members of the bargaining unit and approved by the treasurer will be paid by the employee. Cost of each additional deduction will be twenty-five dollars (\$25.00). This cost may be divided among the number of employees requesting this deduction.

In order for a new payroll deduction to be added, there must be a minimum of five (5) members of the bargaining unit requesting that deduction.

#### 5.09 SEVERANCE PAY

An employee of the New London Schools will be paid a portion of his/her accumulated sick leave in the form of severance pay as follows:

- A. An employee must meet the retirement qualifications established by S.T.R.S.
- B. An employee must retire from active employment in the New London Local School District.
- C. Payment shall be made according to the following formula:  
  
Employee's current per diem x  $\frac{1}{4}$  of accumulated sick leave. The total of sick leave for purposes of determining severance pay shall not exceed two hundred thirty (230) days,  $\frac{1}{4}$  of which shall be 57.5 days.
- D. Severance pay will be calculated, using the employee salary schedule or pay scale in effect at the date of retirement. A salary schedule or pay scale will be considered in effect if an employee receives one (1) pay calculated on the salary schedule or pay scale.
- E. Severance pay shall be paid in one (1) payment following verification by the treasurer that the employee has accepted retirement from S.T.R.S.
- F. An employee who intends to retire during the school year shall notify the Board, in writing, of the employee's intent at least twenty (20) work days in advance.
- G. A teacher who has taught a minimum of ten (10) years in the New London School System and who qualifies for retirement in the state of Ohio will have severance paid to the estate upon the employee's death.

#### 5.10 RETIREMENT INCENTIVE

- A. Any teacher who formally announces his/her intent to retire must give notice sixty (60) calendar days prior to the actual date of retirement and prior to March 1 of the current school year. The effective date of retirement must be on or before August 1 of the current school year. If the teacher does in fact retire, he/she shall be eligible for a retirement incentive. In addition to the severance listed under current Section 5.09 (Severance Pay), the Board of Education shall pay each eligible employee a sum of three hundred dollars (\$300) for every year of bargaining unit service to the New London Local School District up to thirty (30) years service. Payment shall be made in a lump sum.
- B. For purposes of this provision, "eligible to retire" shall mean thirty (30) years of service as recognized by the State Teachers Retirement System (STRS). Employees who otherwise meet STRS eligibility but who do not have thirty (30) years of service may elect to retire, but are not required to do so, and will be

deemed eligible to receive this retirement incentive payment at the time of retirement.

- C. Effective 8-1-00, for employees who exceed the thirty (30) years of service and elect not to retire, there will be a reduction of the final retirement incentive payment of three hundred dollars (\$300) for each year of service beyond the thirty (30) years.

#### 5.11 TUITION REIMBURSEMENT

- A. The New London Board will reimburse members of the certified staff for eighty percent (80%) for college courses taken in an approved area.
- B. Reimbursement will be made upon successful completion of course. Total Board cost will not exceed twenty thousand dollars (\$20,000) per school year. In order to be eligible for reimbursement for course work, the staff member must apply in writing to the superintendent prior to taking the course to determine applicability of course and availability of funds.
- C. As a result of having all of the first semester funds completely encumbered, on June 30 of each calendar year, any remaining tuition reimbursement monies from the second semester will be paid to staff members who were eligible for, but who were not previously reimbursed for, course work taken. Such payment will be made to staff members in the order the applications were received.

#### D. GUIDELINES

1. All written applications must be submitted to and approved by the superintendent of schools. All written applications for tuition reimbursement will be considered on a first come/first serve basis. An employee may not request the superintendent's approval more than sixty (60) days immediately preceding the starting date of the class(es) he/she plans to take.
2. The course work must take place in a teacher's related subject areas, broadened certification/licensure areas, or assigned academic areas. Each certified staff member shall be eligible for eighty percent (80%) reimbursement of the cost of quarter hours or semester hours up to a maximum of one thousand dollars (\$1,000) per school year. A maximum of one (1) non-credit workshop may be included in the above course work.
3. The bargaining unit member will receive reimbursement of the course work; a grade of "C" or better, or of "passing" if the course is graded pass/fail basis and upon presentation to the Board treasurer of proof of payment to the institution granting the credit.
4. The money in the tuition reimbursement fund will be divided equally into two (2) segments. The first one-half of the money will cover applications

from July 1 through December 31. The second one-half of the money will cover applications from January 1 through June 30. Any money left from the first segment will be carried over to the second segment. As soon as requests are approved by the superintendent, the reimbursement amount will be encumbered on the books of the New London Local School District.

5. In order to receive the eighty percent (80%) reimbursement for summer course work, the teacher must complete the following school year as a teacher for the New London School District or reimburse the amount of reimbursement to the New London Board.

Teaching staff members must work the following year for the New London Local Schools or they will be responsible for repayment to the Board of Education the reimbursement that they received as follows:

- a. Failure to complete the next instructional year shall result in the teacher reimbursing the District either through direct payment or payroll deduction seventy-five percent (75%) of the tuition reimbursement amount.
  - b. No repayment will be required for members who leave the employment of New London Local Schools for reason of RIF, non-renewal, termination, disability, or retirement.
6. Course work must be scheduled at times that do not interfere with the normal duties of the teacher.
  7. A teacher on a leave of absence does not qualify for the tuition reimbursement program; however, such teacher may apply for tuition reimbursement while on leave of absence. This reimbursement would pertain to the ensuing academic year when the teacher has returned to their New London teaching assignment.
  8. Those applicants whose initial requests were disallowed due to lack of funds may resubmit a like application at the end of the designated school year if funds are yet available (June 20). The application will be considered in order of initial application.

Further, if a bargaining unit member decides not to enroll in or to complete a course, the applicant will promptly inform the superintendent and the reimbursement chairperson, appointed by the Association president/co-presidents. The treasurer must also be promptly notified so that the encumbrance may be canceled on the financial record.

9. Every attempt will be made to insure reimbursement occurs within four (4) weeks of proof of successful completion of course work per item #3.

10. The reimbursement chairperson will receive an updated record of approved applications for that time segment on a monthly basis, as appropriate, from the district treasurer. This record will consist of the names and the corresponding dollar amounts of the applications. A financial statement showing current encumbrances is also always available at the treasurer's office.

#### 5.12 HOME INSTRUCTION TUTORS

Persons working as home instruction tutors outside of the school day shall be employed as follows:

- A. Tutoring position(s) shall first be offered to teachers. If no teacher accepts the assignment, the Board may offer the position(s) to others properly certificated/licensed outside of the bargaining unit.
- B. Effective July 1, 2013, tutors shall be paid Twenty-Two Dollars (\$22.00) per hour.

#### 5.13 REIMBURSEMENT FOR COST OF BACKGROUND CHECKS

The Board will reimburse bargaining unit members for 100% of any costs incurred related to state and federal background checks required by the Ohio Revised Code. Bargaining unit members shall apply for such reimbursement to the Treasurer's office and provide receipt that the individual has paid for the background check.

Such reimbursement shall be paid by the Board for the maximum amount being charged by background check stations designated by the Board. Any amounts greater than this amount will be assumed by the bargaining unit member.

#### 5.14 SUPPLEMENTAL SALARY SCHEDULE COMMITTEE

No later than September 1, 2015, the parties shall appoint a committee to address changes to the supplemental salary schedule. The committee shall consist of no more than four (4) persons appointed by the NLEA and four (4) persons appointed by the Administration. The work of the Supplemental Salary Committee will complete its task no later than October 10, 2015. The proposed changes will be presented to the parties' respective bodies for ratification. The ratification shall occur no later than October 31, 2015. Any supplemental positions that are changed due to the development of the new supplemental schedule shall be issued an adjusted contract reflecting any changes. The effective implementation, therefore, will be consistent with the ratification of the entire contract.

## ARTICLE VI – LEAVES OF ABSENCE (Paid and Unpaid)

### 6.01 SICK LEAVE

- A. Each employee shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. Unused sick leave shall accumulate to two hundred forty-five (245) days.
- B. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the immediate family. The Superintendent may require employees who are absent from school for reasons that could affect their ability to perform his/her job to provide a physician's note to be approved for a return to work.
- C. For illness in the immediate family, sick leave may be used on the same basis as for personal illness. Immediate family is defined as follows: father, mother, spouse, child, sister or brother, or any other relative living under the same roof. (This shall not include permanent disability nor invalid care for other than the employee except on a short term or emergency basis).
- D. When the illness of a member of the employee's immediate family not residing in the same household requires the attendance of the employee, sick leave may be limited to five (5) days at one time. This limit may be extended at the discretion of the superintendent.
- E. For deaths of immediate family as defined in (C), five (5) days may be used for such death. For the deaths of relatives, up to three (3) days may be used for such death. For the purposes of bereavement, relatives are defined as blood relatives, step relatives and in-laws, any relative living in the home of the employee, or other persons who have assumed similar positions. These days will not be deducted from sick leave. An additional three (3) days may be granted by the superintendent if the superintendent determines that such days are warranted. These three (3) additional days, if granted, shall be charged to sick leave.
- F. For absence due to the death of a close friend, a maximum of two (2) days annually of sick leave may be used. Additional days of absence shall be charged to personal leave or be unpaid if personal leave days are exhausted.
- G. If an employee exhausts all sick leave accumulation, accrued wages shall be paid out in the normal pay intervals until all accrued wages are exhausted. During this period, all benefits provided under the terms of this negotiated contract shall be continued.
- H. The president/co-presidents of the Association may present a teacher's catastrophic or crisis situation to the Board for consideration. After the issue is discussed by both parties and if the Board approves donations, teachers may

donate some of their accumulated sick leave to help the member of their bargaining unit.

6.02 LEAVE OF ABSENCE (UNPAID)

- A. A leave of absence for one (1) year shall be granted by the Board to members of the teaching staff for the following purposes:
  - 1. Personal illness
  - 2. Physical or mental disability
  - 3. Maternity/paternity/adoption
  - 4. Military Service
  
- B. The Board may, but shall not be obligated to do so, grant an unpaid leave for the following purposes if so recommended by the superintendent. Whenever possible, the request should be made by May 10.
  - 1. Educational or professional purposes
  - 2. Election to political office
  - 3. Government or religious service
  - 4. Extraordinary personal circumstances
  
- C. An employee desiring such leave shall present to the superintendent, in writing, a request stating clearly the reason and purpose of the leave. Except in emergency situations or when there are extenuating circumstances the request shall be presented at least two (2) weeks prior to the next regularly scheduled Board meeting. When the reason for the leave is personal illness or physical or mental disability, an employee shall also attach a doctor's statement.
  
- D. The superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability.
  
- E. If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the superintendent and with the approval of the Board.
  
- F. Any employee who is on leave of absence, and who wishes to return to his/her duties at the beginning of the following school year, shall notify the superintendent of such intention not later than April 1<sup>st</sup>.
  
- G. Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. Teacher(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits:

1. The accrual of sick leave
2. The accrual of personal leave
3. Payment for calamity day(s)

H. An employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any other applicable statutes.

#### 6.03 ASSAULT LEAVE

Notwithstanding the provisions of Section 3319.141 of the O.R.C., the Board will grant assault leave to covered employees absent due to physical or mental disability resulting from assault under the following conditions:

- A. Any certified teacher who must be absent from his/her duties due to physical or mental disability resulting from an assault while teaching or in school related activities, on or off school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of such absence. Assault shall be defined as an unlawful attempt to do bodily injury to a teacher.
- B. Prior to approving assault leave, the superintendent shall determine that the cause was school related. The teacher must file charges against the assailant. Before assault leave will be granted, the teacher shall furnish to the superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses (if known), and a physician's statement as to the nature of the disability and its possible duration. The superintendent shall review the statement and make any further investigation he/she deems advisable. If the assault leave extends beyond the school year in which the assault occurred, the superintendent may request medical confirmation for the extension from a physician mutually agreed upon with the Association.
- C. An employee who is assaulted and takes time off to visit a doctor or hospital shall have that time charged to assault leave.

#### 6.04 PERSONAL LEAVE

- A. There will be three (3) personal days per year.
- B. Personal leave will be for the purpose of transacting matters of personal business or activity which cannot be done at any other time than the regular work day. It is granted on the approval of the Personal Leave Committee and should be applied for at least eight (8) days prior to the time of expected absence, or within five days after an absence which occurred unexpectedly.

Personal leave is not cumulative from year to year. Violation of the intent of the Personal Leave Policy may lead to disciplinary action.

Some suggestions as to its use are as follows:

- Family obligations – Funeral (not immediate family), Graduation or Wedding of some member of the immediate family. (The employee's graduation or wedding included.)
  - Business requirements – urgent or needed.
  - Court action or cases where subpoenaed as witness. In cases of Jury Duty, employees will utilize jury duty leave pursuant to Article 6.09.
  - Certain religious requirements when this is the only time they may be satisfied.
  - Transportation failure – no other means of travel available.
- C. A Personal Leave Committee will be formed to approve personal leave for the teaching staff. The Committee will be made up of one (1) principal and two (2) teachers.
- D. Personal leave shall be granted to a maximum of seven percent (7%) of the bargaining unit for any given day. Personal leave shall be considered in order of application.
- E. Extenuating circumstances may be addressed to the Personal Leave Committee for their consideration when the number of applicants exceeds seven percent (7%).
- F. At the end of each school year, an employee may choose one (1) of the two (2) following options:
1. Unused personal leave days shall be transferred to an employee's sick leave accumulation; OR
  2. An employee who uses no personal leave in any school year shall be paid two hundred twenty-five dollars (\$225). An employee who uses one (1) day of personal leave shall be paid one hundred fifty dollars (\$150). An employee who uses two (2) days of personal leave shall be paid seventy-five dollars (\$75). Payment will be made on the date of the last pay of the contract each school year.

#### 6.05 SABBATICAL LEAVE

- A. Uncompensated sabbatical leaves will be granted on approval by the superintendent.

- B. An employee shall have completed at least five (5) years of service with the district to be considered for uncompensated leave.
- C. Request for uncompensated leave shall be made to the superintendent by June 10.
- D. Special consideration will be given to emergencies, but in no case will leave be permitted to start at any time except at the beginning of the school year.
- E. An uncompensated leave may be granted for a period of one (1) school year. Renewal shall require clear evidence that the district's interests will not be adversely affected. At the expiration of the uncompensated leave, the employee will return to the same teaching assignment held prior to the sabbatical leave, if possible. If it is not possible, the employee shall return to a teaching position.
- F. Notification in writing must be made to the Board by April 1<sup>st</sup> of the employee's intent to return. Failure to notify the Board by April 1<sup>st</sup> will designate the employee's resignation.
- G. While on uncompensated leave, an employee shall be entitled to insurance benefits provided to his/her peers, as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and any other applicable statutes.
- H. All applications are subject to final approval by the Board.

#### 6.06 ASSOCIATION LEAVE

- A. A total of four (4) days of association leave shall be available each school year for use by NLEA representatives for association business. These days shall be in addition to any other type of leave to which an employee is entitled. Employees using association leave shall suffer no loss in pay. Substitute teachers shall be provided at Board expense for each day of association leave utilized, but all other expenses are to be borne by the NLEA or the individual.
- B. Use of association leave shall be submitted by the NLEA president/co-presidents. Such days may be taken as full or half days. Notice of use of association leave shall be in writing and shall be forwarded to the superintendent at the earliest possible date but no later than forty-eight (48) hours in advance.

#### 6.07 PROFESSIONAL LEAVE

- A. Upon approval of the superintendent/designee, each employee may be granted up to three (3) days each school year to attend professional meetings. Professional meetings include national, state, regional, district, education meetings and/or workshops and visitations. A written request should be submitted five (5) school days in advance to allow the principal to secure a qualified substitute. Additional days may be approved by the superintendent.

- B. The Board shall appropriate at least eight thousand dollars (\$8,000) each fiscal year for professional leave expenses for bargaining unit members. In addition, substitute teachers will be paid by the Board.
- C. Reimbursement for professional leave expenses will be made upon presentation to the treasurer of appropriate receipts and forms. Meals, lodging, registration, mileage, parking, and conference expenses are allowable expenses and will be reimbursed if pre-approved by the superintendent/designee.
- D. Conference expenses shall not exceed six hundred dollars (\$600) per professional meeting.
- E. In addition, each teacher may be given time during the school year to observe teaching methods and procedures. These arrangements shall be made under the guidance and direction of the principal and/or superintendent.
- F. Professional leave which is taken due to an extra-curricular activity shall be in addition to the days described above.

#### 6.08 FAMILY LEAVE

- A. All benefits guaranteed by the Family and Medical Leave Act will be provided to employees covered by this Agreement.
- B. Each employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year to care for a new or sick child, parent, or spouse. When medically necessary, leave may be taken intermittently.
- C. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
- D. Eligible employees may choose to use paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.
- E. The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.
- F. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.
- G. The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and vision insurance plans for the employee while he/she is on leave under this article.

For purposes of defining a year for Family Leave benefits, each year shall commence with the first day of school.

6.09 JURY DUTY/MANDATORY REPORTING OF CHILD ABUSE LEAVE

If any employee is summoned for and required to serve on jury duty or subpoenaed as a result of mandatory reporting of child abuse or neglect, he/she shall be paid the regular full salary, less any compensation received from the court, for the number of days involved. Such leave shall not be deducted from any other type of leave.

ARTICLE VII – EMPLOYMENT PRACTICES AND CONDITIONS

7.01 TEACHER EVALUATION/OBSERVATION

The Board adopts the following teacher evaluation procedure in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The parties acknowledge that this teacher evaluation procedure aligns with the *Standards for the Teaching Profession* as set forth in State law.

The requirements of this Article prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012.

Definition of “Teacher”

This procedure applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222, or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content related instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related instruction.

Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty percent (50%) will be attributed to multiple measures of student growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached hereto as Exhibit A and incorporated herein.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with the ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

#### Calculating Teacher Performance

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Fifty percent (50%) of the effectiveness rating will be attributed to Teacher Performance through holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment 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, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance, and Involvement.

The Superintendent/designee shall select or develop, in consultation with the teachers, evaluation tools to be used in calculating the Teacher Performance fifty percent (50%), which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

New London Local Schools shall adopt the Ohio Teacher Evaluation System Performance Rubric as the evaluation tool used to calculate the Teacher Performance fifty percent (50%). A numerical rating between one (1) and four (4) shall be assigned to effectiveness rating of “Accomplished,” “Skilled,” “Developing,” and “Ineffective” for the purpose of evaluations. Accomplished shall receive a rating of four (4). Skilled shall receive a rating of three (3). Developing shall receive a rating of two (2). Ineffective

shall receive a rating of one (1). The Rubric shall be labeled Appendix F. A final summative rating between ten (10) and forty (40) designated to each teacher.

- 0-15 points – Ineffective
- 16-25 points – Developing
- 26-35 points – Skilled
- 36-40 points - Accomplished

#### Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher – level Value – Added Data; 2) ODE Approved Assessments; and/or 3) Locally determined Measures.

1. Teacher-level Value-Added: “Value-Added” refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state provided assessments), value-added data must be one of multiple measures used in calculating student growth.

Teacher-level value added data shall be used in proportion to the part of the teacher’s schedule of courses or subjects for which the value added data is applicable. For the 2013-2014 school year, the majority of the student academic growth factor of the evaluation shall be based on the value-added data for a teacher whose schedule is compromised only of courses or subjects for which teacher-level value-added data is applicable. For the 2014-15 school year and each school year thereafter, the entire student academic growth factor of the evaluation shall be based on the value-added data for a teacher whose schedule is comprised only of courses or subjects for which teacher-level value-added data is applicable.

2. ODE Approved List of Assessments: Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with the teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.
3. Locally-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with the teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

The District will attribute the full fifty percent (50%) to Teacher-level Value-Added and ODE-Approved Assessments and Locally-determined Measures where applicable.

In the calculation for student academic growth, a student who has forty-five (45) or more excused or unexcused absences for the school year will not be included.

Data from the multiple measures will be scored on five levels in accordance with ODE guidance.

#### Evaluation Timeline

District administrators shall conduct an evaluation of each teacher who received an effectiveness rating of “Developing” or “Ineffective” at least annually. Each evaluation shall include: 1) Two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first of May and each teacher subject to this procedure shall be provided with a written copy of the evaluations results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation conducted pursuant to this procedure, once every three (3) years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the ODE. Any evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of “Skilled” on the teacher’s most recent evaluation conducted pursuant to this procedure once every two (2) years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the ODE. Any evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

In any year that a teacher is not formally evaluated pursuant to this procedure as a result of receiving a rating of “Accomplished” or “Skilled” on the teacher’s most recent evaluation, an individual qualified to evaluate a teacher under this procedure shall conduct at least one (1) observation of that teacher and hold at least one (1) conference with that teacher.

The Board may elect not to conduct an evaluation of a teacher who meets the following criteria:

1. The teacher was on leave from the District for fifty percent (50%) or more of the school year, as calculated by the Board.
2. The teacher has submitted notice of retirement, and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

#### Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this procedure shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by the ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

#### Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The professional growth plan shall be the one provided by the ODE in the OTES materials, labeled Appendix F to this Agreement.

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The professional growth plan shall be the one provided by the ODE in the OTES materials and labeled Appendix F to this Agreement.

Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The improvement plan shall be the one provided by the ODE in the OTES materials and labeled Appendix H to this Agreement.

#### Testing for Teachers in Core Subject Areas

Beginning with the 2015-16 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be reimbursed for the cost of the examination and required to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this procedure. The Board will pay for professional development that is part of the teacher goals or improvement plans that are

aligned to the District Goals pursuant to section 6.07 of the Collective Bargaining Agreement.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. Failing to complete all required written examinations under this section;
- B. A failing score on a written examination(s) taken pursuant to this section;
- C. A rating of “ineffective” on the teacher’s next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. Failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher’s evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

#### Retention and Promotion Decisions

The following procedures are to be used by the district administrators in making retention and promotion decisions.

1. Overall Summative Rating on latest OTES evaluation
2. Numerical value of Overall Summative Rating latest OTES evaluation
3. Seniority when evaluations are comparable.

Seniority shall not be the basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

#### Removal of Poorly-Performing Teachers

The following procedures are to be used by the district administrators in removing poorly-performing teachers:

1. Failure of a core subject area teacher required to take a written examination to pass such examination;
2. Failure of core subject area teacher required to take a written examination to complete required professional development;
3. Failure of core subject area teacher to complete all required written examinations;

4. Receipt of an “Ineffective” rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development;
5. 3 consecutive years of below expected student growth. A teacher must be assigned within the same grade level for 2 of the 3 years during this time period. This provision will not take effect until the 2016-2017 school year and will start with data generated from the 2016-2017 school year.
6. Receiving an effectiveness rating of Ineffective or Developing three (3) times in a four (4) year period.

Nothing in this procedure will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the New London Education Association. The evaluation system and procedures set forth in this procedure shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this procedure. The Board reserves the right to nonrenew a teacher evaluated under this procedure in accordance with R.C. 3319.11 notwithstanding the teacher’s summative rating.

#### Professional Development

The Board’s plan for the allocation of financial resources to support professional development is as follows:

The Board will pay for professional development that is part of the teacher goals or improvement plans that are aligned to the District Goals in pursuant to section 6.07. Coursework taken for credit will be in pursuant to section 5.11 of the Collective Bargaining Agreement.

An OTES committee shall meet annually to review and recommend changes to this provision. The OTES committee shall meet by May 30th of each school year.

#### 7.02 TEACHER EVALUATION/OBSERVATION FOR NON-OTES TEACHERS

- A. Three (3) written classroom evaluations will be the minimum requirement for all teachers whose contract ends at the conclusion of the school year or teachers who are new to the New London School District. One (1) evaluation will be conducted during the first semester and one (1) will be conducted during the second semester; however, such evaluations must be completed by May 1. For teachers whose contracts do not end at the conclusion of the school year, a minimum of one (1) evaluation will be made. Other evaluations may be conducted at the discretion of the administration. When conducting an observation, an administrator shall avoid the day(s) immediately following an employee’s absence due to illness unless there are not available days left before an evaluation deadline.

- B. If, due to prolonged absence of a bargaining unit member, it becomes impossible to do an evaluation in each semester, it will be appropriate to conduct three (3) evaluations (see paragraph A) in the same semester provided, however, that at least three (3) weeks elapse between evaluations.
- C. The evaluation instrument (Appendix C-1) will be completed following each evaluation and shall be used during the formal evaluator-teacher conference. This conference shall be scheduled by the evaluator and will be held within four (4) days of the evaluation excluding holidays, weekends, or absence by either teacher or evaluator. At this conference specific strengths and weaknesses as noted on the evaluation form will be discussed with the teacher. If appropriate, an action plan (Appendix C-2) with measurable evaluative criteria for correcting weaknesses will be developed at this conference. The evaluator shall notify the president/co-presidents of the Association when an Action Plan has been developed. Failure to submit notification as noted above is not grievable under the terms of this agreement.
- D. The teacher shall sign the evaluation form at the time of the conference to indicate that the conference was held. The teacher may make any comments desired on a separate sheet of paper that shall be returned and attached to evaluation form within four (4) days following the post-conference, excluding holidays, weekends, or absence by either the teacher or the evaluator.
- E. Should a teacher elect to submit written comments in response to an evaluation, either the teacher or the administrator may request a conference to discuss the matter. Such conference shall be for purposes of clarification and to provide for the improvement of instruction in the New London Local Schools.
- F. This evaluation procedure supersedes the evaluation procedures prescribed in Ohio Revised Code 3319.111.

### 7.03 REDUCTION IN FORCE

In the event that a reduction in the number of teachers becomes necessary, this reduction will be in keeping with the provisions of Section 3319.17 of the Ohio Revised Code, and this agreement.

When by reasons of continuing decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, financial reasons, or other reasons set forth in O.R.C. §3319.17.

- A. In making the reduction, the Board shall act to suspend contracts, and contracts to be suspended will be chosen by the following procedure:
  - 1. All teachers will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers who are comparable, as set forth in Article VII, and serving under continuing

contracts will be placed at the top of the list, in descending order of seniority. Teachers who are comparable, as set forth in Article VII, and serving under limited contracts will be placed on the list below continuing contract teachers, also in descending order of seniority.

2. Seniority shall be determined by the length of continuous service in the New London School District. Seniority will accrue during all paid leaves of absence. Continuous service shall not be broken during unpaid leaves of absence or layoff. However, no seniority shall accrue while on such leave. Part time teachers shall accrue a full year's seniority and salary credit experience providing they have reported to work one hundred twenty (120) days or the equivalent. Less time shall be prorated in terms of experience and salary schedule placement.
3. If a tie in seniority as outlined above, then the tie shall be broken by:
  - a. The date of the Board meeting at which the teacher was hired, and then by,
  - b. The date on the completed job application, and then by,
  - c. The flip of a coin.
4. In making a reduction in force, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts who are comparable to each other, as set forth in Article VII. The Board will not give preference to any teacher based on seniority, except when making a decision between two teachers who have comparable evaluations.
  - a. At least forty-five (45) days before the action, the Board shall notify the staff in writing of its intent to effect a reduction in force through suspension of contracts. The Association at this time will be provided with a seniority list.
  - b. At least thirty (30) days before the action, the Board shall give written notice to those teachers whose contracts will be suspended of its intent to reduce the number of teachers.
5. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that a teacher is required to work a percentage of time the teacher otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the teacher otherwise would receive under the contract.
6. A teacher who has their position reduced in force may displace the least senior teacher in the area or areas for which they are certified/licensed, but

only if permitted based on their comparable evaluation(s). The standard for deciding between those teachers who have comparable evaluations shall be set forth in the evaluation procedure; however, until the standard is set forth in the evaluation procedure, seniority will be used for reductions in force.

- B. Teachers whose contracts are suspended shall have their names placed on a recall list for up to twenty-four (24) months from the time of the reduction. Teachers on the recall list will have the following rights and protection:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certified for the position in question.
  2. A teacher on the recall list shall be offered a place on the substitute teacher list.
  3. Teachers whose contracts are suspended as a result of staff reduction shall be recalled in reverse order of layoff if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Teachers, whose continuing contracts are suspended, shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.
  4. If a vacancy occurs, the Board shall send certified announcements of the offer of reemployment to the last address on file in the treasurer's office. If a teacher fails to accept the offer of reemployment within fifteen (15) calendar days or within five (5) calendar days if the offer is delivered within ten (10) days prior to the start of a school year or during a school year from the date said offer is delivered at the file address of the teacher, the teacher shall be considered to have rejected the offer and shall be removed from the recall list.
  5. If a teacher on the recall list accepts employment for a full school year with another school district, he/she shall be removed from the recall list if said teacher is unable to accept recall by July 10<sup>th</sup> of that year.
  6. A teacher removed from the recall list, except by recall to employment, must make application for employment in accordance with established procedure if he/she desires to be considered for employment by the New London Local School District.
  7. A teacher on the recall list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave and salary schedule placement as the teacher would have received in the year following the suspension of contract.

- C. The recall list shall be made available to each building principal and posted in each school building.
- D. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who resign or retire, as is possible.
- E. Limited contract teachers whose contracts are not renewed shall not be placed on the recall list.

7.04 NON-RENEWAL OF A LIMITED CONTRACT

- A. When a recommendation to the Board will be made by the superintendent to not renew an employee's limited contract, the employee shall be given the reasons in writing for such recommendation at least ten (10) working days prior to any official Board action being taken upon the superintendent's recommendations. Within five (5) working days of such notification, the employee may request in writing a meeting with the superintendent. The employee may be accompanied at such meeting by representation of his/her choice.
- B. An employee who is notified that his/her contract will be recommended for non-renewal shall have the right to request in writing, through the superintendent, a meeting with the Board. Such meeting shall occur prior to Board action on the superintendent's recommendation of non-renewal. At this meeting the employee shall be entitled to Association representation.
- C. If the Board violates 7.03(A) or (B), the matter shall be subject to the grievance procedure on the sole issue of whether the procedure has been violated.
- D. This article supersedes and replaces the procedures appearing in Section 3319.11 of the Ohio Revised Code.

7.05 PROFESSIONAL STAFF CONTRACTS AND COMPENSATION PLAN

- A. The Board believes that fair compensation plans—which include an adequate base salary, salary incentives, increments, and employee benefits—are necessary to attract and hold highly qualified men and women to administer and provide the quality educational program it desires in its schools.
- B. As required by law, notice of annual salary will be given to each certified/licensed employee by July 1.

CONTRACTS

Contracts of employment shall be issued to all professional personnel. Contracts are by and between the staff member and the Board.

1. There are two (2) basic types of contracts, as follows:

a. Limited Contract

All teachers new to the school district will be employed on a limited contract for one (1) year and will continue on limited contracts until qualified for, and awarded, continuing contract status. Succeeding limited contracts may be for a period of from one (1) to three (3) years.

After successful completion of this initial contract, such teacher will be offered another one (1) year contract. Upon the successful completion of the one (1) year contract term, except for teachers rated as ineffective or developing, said teacher will be offered a two (2) year limited contract. Upon the successful completion of the two (2) year contract term, the teacher will be offered another two (2) year contract. Upon successful completion of the second two (2) year contract, the teacher will be offered a three (3) year limited contract until he/she becomes eligible for a continuing contract. For teachers rated ineffective, after successful completion of the initial one (1) year contract and each contract thereafter, such teacher will be offered a contract of one (1) to three (3) years. For teachers who receive a rating of developing, after successful completion of their initial one (1) year contracts, the teacher with a developing rating may be offered a two (2) year contract at any time.

The Board may issue a one-year probationary contract at any time during the above sequence. However, following that one-year probationary contract, the normal sequence shall be continued.

b. Continuing Contract

Teachers shall be eligible for continuing contracts in accordance with Ohio law. If the appropriate teaching certificate/license is earned during a multi-year limited contract, the teacher shall be eligible for a continuing contract for the succeeding year after appropriate credential is issued. The decision not to recommend the teacher for a continuing contract during a multi-year limited contract shall be subject to the grievance procedure, but shall not be appealable to arbitration.

Teachers who have obtained continuing contract status elsewhere in Ohio become eligible for a continuing contract after two (2) years of service in this district.

Teachers who meet all legal qualifications or requirements and become eligible for a continuing contract but who have, in the

opinion of their principal and superintendent, certain other deficiencies, will be notified of such weaknesses in writing by the superintendent on or before April 30. They may be then granted one (1) more limited one (1) or two (2) year contract. If they are reemployed at the end of the additional limited contract period, they will then be granted a continuing contract.

An exception to this provision will be if the Board rejects by a vote of three-fourths (3/4ths) of its full membership the superintendent's recommendation for a continuing contract.

2. The following special type of limited contract is also issued:

#### Supplemental Contracts

A supplemental contract will be entered into with each teacher hired to perform duties for which compensation is paid in addition to the compensation for regular teaching duties. Every effort will be made to issue supplemental contracts at least two (2) months prior to the expected start of the supplemental assignment/activity. Such contracts do not necessarily coincide in length with an individual's teaching contract. Elimination of assignments for extra duties will be made at the discretion of the administration subject to approval by the Board.

All supplemental and extended service contracts shall expire and will be automatically non-renewed at the end of the contract year. Reference to this expiration and non-renewal will be clearly stated on each individual limited supplemental and extended service contract.

- C. The provisions of this article supersede Ohio Revised Code 3319.11.

### 7.06 ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. All assignments of employees will be made only into areas where proper certification/licensure by the State of Ohio is evident.
- B. Assignment of all employees into areas of proper certification/licensure is and will remain the responsibility of the superintendent.
- C. In the event of an opening in the District:
  1. A notice of such opening will be posted on the faculty bulletin board in each of the five (5) academic wings or given to each employee. Such notice shall contain requirements of training, experience, and other qualifications which are a basis of employment for that position. Bargaining unit members will be given the opportunity to apply for posted openings within seven (7) calendar days of the initial posting of vacancy announcements.

2. Bargaining unit members shall be given consideration in reassignments or transfers of vacancies when it is in the best interest of the total educational program to do so. Items such as length of service in the district, major and minor fields of study, needs of the educational programs, teacher's area of competency, previous involuntary transfers or reassignments, and availability of work will be considered in the transfer and/or reassignment of personnel. Determination of qualifications shall remain the responsibility of the superintendent. When a bargaining unit member's request is not honored, the bargaining unit member may request and be given a conference with the superintendent.
3. Notice of all vacancies will be e-mailed to employees when school is not in session.
4. A vacancy shall be defined as a new bargaining unit position created by the Board or one which will be open for sixty (60) days or longer as a result of promotion, resignation, termination, non-renewal, death, and/or retirement.

This provision shall not apply to position(s) where the teacher(s) is on a leave of absence.

- D. In the event an employee desires a change of position to another teaching area, grade level, or another area where proper certification/licensure is held, or to another building, such person shall make application to the superintendent. Upon determination by the superintendent that such opening exists and the employee possesses the proper certification/licensure and qualifications, the employee shall receive consideration for such change.
- E. Teachers will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the superintendent of schools, and being notified in writing at the earliest possible time before the effective date of the transfer.
- F. In the above case of a teacher requesting a transfer (as in D above), the reasons for denial of the application will be given to the teacher in writing upon request.
- G. Current staff applying for vacancies shall be considered prior to any consideration of applicants outside the school system. The only exception to this will be for vacancies that occur after July 15 until the opening of the following school year.
- H. Tentative master schedules reflecting each employee's assignment for the succeeding school year shall be available in each building by the last day of school. Whenever possible, such schedule shall be finalized by June 15 each year. Changes can be made due to unforeseen circumstances.

7.07 STAFF PARTICIPATION IN CO-CURRICULAR ACTIVITIES

- A. Head coaches shall have input into hiring of assistant coaches.
- B. Each spring, but no later than May 1, each bargaining unit member shall be provided a form on which to indicate interest in filling specific positions on the Supplementary Salary Schedule.

A list of positions for which no bargaining unit member has expressed interest will be posted prior to the end of the school year. An employee shall have ten (10) days to express an interest, in writing, in a posted position.

- C. The New London Education Association will continue to encourage its members to participate in co-curricular activities.

7.08 LENGTH OF SCHOOL DAY AND YEAR

Teachers employed under regular contract to perform regular duties shall be governed by the following working conditions:

- A. All teachers shall be scheduled at least one (1) uninterrupted period during each student day, or its equivalent, per week for non-pupil contact work, conferences, professional study, or other personal use.
- B. Each bargaining unit member shall have at least a thirty (30) minute uninterrupted duty-free lunch period each day. This time shall be consecutive in nature and shall not include passing time.
- C. K-5 teachers shall be in the building from 7:25 a.m. until 2:50 p.m. each school day; 6-12 teachers shall be in the building from 7:25 a.m. until 3:00 p.m. each school day. No additional time may be assigned to supervisory duties beyond those times assigned in the 2002-2003 school year. Principals shall give at least one (1) week's advance notice for staff meetings when possible.
- D. The school work year shall be one hundred eighty-three (183) teacher days. Development of the calendar, including requests for waiver days shall not exceed this number.
- E. The elementary student day, inclusive of lunch and recess, shall not exceed seven (7) hours and ten (10) minutes. The 6-12 student day shall not exceed seven (7) hours and seven (7) minutes.
- F. A minimum of three (3) hours of the first and last teacher workday of each contract year shall be for the teachers' own use for preparing classrooms and working on student records. No meetings or other activities will be scheduled during this time period. Teachers shall be on duty for the entire day.

- G. A tentative summer cleaning schedule shall be established each year so that instructional staff will know when their areas will be accessible. Every effort will be made to have all instructional areas available two weeks prior to the opening of school.

#### 7.09 CALAMITY DAYS

Beginning with the 2015-16 school year, after five (5) calamity days, the scheduling of teacher make up days shall be accomplished by one or all of the following methods:

- A. The first five (5) days will be waived and will not be made up. The next five (5) days that school is closed for reasons other than extreme wind chill, as set forth in B, will be made up as follows:
  - 1. Three (3) days can be made up utilizing checklist designed blizzard bags that are generated in collaboration between Administration and grade level/content level teams. It is understood that these blizzard bags do not satisfy the ODE requirements for a student academic year.
  - 2. Two (2) additional days may be made up by teachers during, before, or after-school meetings. These meetings shall include, but not be limited to TBTs, BLTs, Curriculum work, Parent Meetings, IEP, etc. Building administrators shall coordinate, monitor, and record individual make up time. Any teacher not making up time by the second Friday following commencement shall be subjected to a dock in pay equal to the balance of owed time.
- B. After the first five (5) days school is closed for any reason, on additional days school is closed as a result of extreme wind chill conditions, the Superintendent may require teachers to report to work on a two (2) hour delay schedule. These days will be counted toward the teaching staff's contracted work year and shall not require additional make up time.
- C. Any calamity days above ten (10) days to be made up, that were not made up in accordance with Paragraph B, shall require Board action. Scheduling of make-up days shall be discussed at a labor management meeting prior to Board action.

#### 7.10 SCHOOL CALENDAR

On an annual basis, a Calendar Committee comprised of one (1) teacher representative from each of the five (5) wings and appointed by the Association, the superintendent or administrative designee, and three (3) non-teaching personnel shall develop two (2) or three (3) proposed calendars for the next school year. These calendars will include dates for make-up days. The proposed calendars shall be posted prominently in each wing or distributed to each staff member. The NLEA and OAPSE entire staff will vote on each proposal, and the proposal receiving a plurality of votes will be presented to the Board for its approval. However, the Board reserves the right to determine the school calendar.

7.11 SEATING CHARTS, TIME SCHEDULES, LESSON PLANS, AND GRADE BOOKS

Every effort shall be made by bargaining unit members to have seating charts, time schedules, and lesson plans available in his/her classroom. When a teacher is absent for more than one (1) week, every effort shall be made by bargaining unit members to make grade books available to the teacher's building principal. All teachers shall have a minimum of five (5) days worth of emergency plans available in the respective office.

7.12 CLASS SIZE AND LOAD

A. The superintendent/designee shall attempt to distribute class loads equally. No grade 6-12 teacher shall have more than seven (7) classes of direct instruction, except where a teacher volunteers to accept a class load above this limit.

\* "Class Load" relates only to the number of class assignments which require a preparation.

\* "Direct Instruction" means a classroom assignment which requires a preparation and/or a period of direct student supervision.

B. If a teacher believes his/her class size is excessive, the teacher may petition the Class Size Committee, who will consist of the building principal, the teacher, and an Association representative. The Committee will make a recommendation to the superintendent, who will have the final decision.

C. Whenever possible, classes will be equally balanced within a given department and/or grade level.

D. Whenever possible, special teachers shall not be assigned double classes during a given period, and all classes within a specific grade level shall be assigned to the same special teacher for their particular area of instruction (art, music, physical education).

7.13 PERSONNEL FILES

A. An employee will have the right to view the contents of his/her master personnel file during the normal workday during employment by the Board and with prior notification to and appointment with the treasurer. He/she shall furthermore be entitled to place rebuttal material in the file concerning items which he/she views as derogatory provided he/she signs and dates the rebuttal.

B. A member shall be entitled to a copy, at his/her expense, of any material in his/her file.

C. An employee shall receive a copy of any material placed in his/her file.

D. Employees' files shall be kept as confidential as permitted by law. An employee shall be notified upon receipt of any request to review the employee's personnel

file so that the employee shall have the opportunity to review the contents of his/her file.

- E. An employee may be accompanied by a representative of his/her choice at the time of a review of the individual's personnel file.
- F. Anonymous letters or anonymous information shall not be placed in an employee's file nor shall any record be made of same.
- G. Grievances shall not be part of the personnel records.

#### 7.14 TEACHING ENVIRONMENT

- A. All buildings, grounds, materials, and equipment are to be safe, clean, attractive as possible, adequate in quantity and quality, and be in good operative and/or functional condition. The Board further recognizes that purchasing and maintenance programs should be pursued to ensure a good teaching environment. Teachers shall complete the appropriate forms requesting cleaning, maintenance, or other janitorial/custodial needs. Such cleaning, maintenance, or other janitorial/custodial needs shall be completed in a timely manner.
- B. Faculty workrooms shall be provided in each academic wing.  
  
These workrooms will be off limits to students during the school day.
- C. Members of the professional staff shall not be required or expected by the Board to enter or teach in facilities when their personal health or safety may be endangered. This includes insufficient heat during cold weather.

#### 7.15 SMOKE-FREE ENVIRONMENT

Members of the bargaining unit represented by the New London Education Association shall be guaranteed a smoke-free environment during the work day.

#### 7.16 CLASSROOM INCLUSION

- A. A special education teacher must be involved in the development and revisions of, and must sign, any IEP for which he/she is to be held responsible.
- B. A regular education teacher must be invited to, and may choose to participate in, the development and revisions of an IEP for which he/she is to be held responsible. However, due to state and federal laws, it is understood that the terms of the IEP must be followed by the regular education teacher, whether or not the teacher has participated in the IEP writing process and signed the IEP.
- C. No bargaining unit member shall be required to administer medication or to perform medical or custodial care services.

- D. Teachers who service any student(s) whose education is directed by an IEP or a Section 504 Plan shall be notified prior to the first day of school of the students' name(s) and required classroom modifications. Teachers of students newly enrolled shall be notified as soon as possible.
- E. The determination of the size of regular classes with special education students shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision.

#### 7.17 ACADEMIC FREEDOM

- A. It is the right of qualified teachers to encourage freedom of discussion of controversial questions in the classroom, and to develop in students a love of knowledge and a desire to search for truth. The teachers should keep in mind that academic freedom is not a guaranteed political right, but rather a necessary condition for the successful practice of the academic profession in a free society.
- B. While the Board intends to protect teachers from any censorship or restraint that interferes with their obligation to pursue truth in fulfilling their classroom duties, it also expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students will be taken into account.
- C. The private life of a professional staff member is not within the appropriate concern or attention of the Board except as it may directly/indirectly prevent the professional staff member from properly performing his/her assigned functions during the workday.
- D. Academic freedom shall be guaranteed to teachers within the confines of the Constitution of the United States. Teachers shall be free from censorship and artificial restraints.
- E. Each teacher is the final authority to grade students in his/her charge. A change of student's grade, either in an individual grading period or final course grade, without the teacher's written consent will occur only if it is demonstrated the grade was not given in a professional and intellectual manner. Notice of any change by any individual will be given, in writing, to the teacher, the student's parents, and the building principal, along with notice of the teacher's right to file a grievance.

#### 7.18 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A Local Professional Development Committee shall be formed pursuant to Ohio Revised Code 3319.22. In addition to approving the professional development plans for all certificated/licensed employees, the LPDC shall annually develop and provide teacher development programs and in-service.

A. Committee Composition

The Committee shall consist of five (5) teachers, one (1) from each "WING", selected by the Association, and four (4) individuals selected by the superintendent. In the event of a vacancy, a replacement shall be selected by the party making the original appointment.

B. Terms of Office

The term of office for teacher members shall be two (2) years. Terms shall be staggered so that one-half (1/2) of the terms expire annually. One-half (1/2) of the initial appointments shall be for a three (3) year term to enable such staggering of terms.

C. Committee Operation

The Committee chairperson shall be selected from among the teacher members by a majority vote of the Committee members. The Committee chair shall be the official designee whose signature shall designate approval and completion of an Individual's Professional Development Plan (IPDP).

Decisions shall be made by a majority vote of the Committee members present and voting. An administrator may request an administrative majority to review his/her IPDP.

The LPDC shall have the authority to establish its operational rules, in compliance with statute. The LPDC shall not have the authority to abridge or alter terms of the Collective Bargaining Agreement or an individual's employment contract.

D. Meeting Schedule and Compensation

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 annually, the committee shall post its meeting schedule in each building. Additional meetings may be scheduled as necessary.

Teacher Committee members shall be paid one hundred dollars (\$100.00) per meeting for a maximum of four (4) meetings annually, for committee work performed outside the regular workday or work year.

E. Representatives of the Federal Mediation and Conciliation Service shall be invited to provide training to the Administration and the Association on the implementation of an effective Labor Management Committee.

## 7.19 RESIDENT EDUCATOR PROGRAM

### Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring, and guidance that are critical to improving their skills and knowledge and student achievement.

### Program

The resident educator program does not replace the employment evaluation which will determine continued employment. A mentor shall not participate in the evaluation of the resident educator. To the extent permitted by law, confidentiality will be maintained between mentor and resident educator.

The mentor shall be compensated at the rate of .040, the lead mentor at the rate of .080, and the assessor at the rate of .060 of the BA base per year and shall receive this compensation in two (2) equal installments, one (1) at the end of each semester. If a mentor is assigned for less than one (1) academic year, compensation shall be prorated. The mentor shall be given release time, at his/her determination, up to a maximum of twenty-seven (27) hours per school year for the necessary observations, conferences with the resident educator, and necessary retraining. Release time shall be coordinated with the building principal. Additional time may be requested from the principal. No mentor shall be assigned more than one (1) resident educator at a time during the school year unless there is no other mentor available.

The mentor will submit to the Treasurer's office a statement verifying that each semester's mentoring duties of the mentor have been completed. The statement shall be verified by the building principal, and shall be submitted by the last working day of each semester.

The performance on the performance-based assessment is the resident educator's responsibility and cannot be grieved. Likewise, the mentoring relationship is not subject to the grievance procedure.

## 7.20 CURRICULUM WORK

- A. Waiver days, if approved for the following school year calendar, may be used for department, grade level, and other professional development programs. Otherwise, a maximum of four (4) times per school year students may be released early for these activities. These meetings will be planned and scheduled by the LPDC.
- B. Employees who are involved in county-wide or local curriculum work (as assigned by the local superintendent) shall be provided released time for such work or shall be compensated by the Board based upon the number of hours worked, at a rate of seventeen dollars (\$17.00) per hour.

7.21 CONFERENCE PERIOD/EMERGENCY SUBSTITUTION

- A. A member of the bargaining unit who must be absent shall report his unavailability for work to the building administrator. Requests for a period or subject substitution shall be made as far ahead as possible.
- B. If a teacher is absent, coverage of the absent teacher's class shall be the responsibility of the building principal or his/her designee.
- C. Substitution shall be made within the professional staff member's department or grade level when possible.
- D. Period or subject substitutes will be distributed among professional staff members desiring substitutions not exceeding one (1) period or planning session per day.
- E. If a teacher is absent and no substitute is available and a regular classroom teacher covers the class during his/her planning time, he/she will be remunerated at the rate of \$20.00 per class.

7.22 LABOR MANAGEMENT COMMITTEE

- A. A Labor-Management Committee shall be established for the purpose of regular meetings to discuss concerns of either party. At the start of each school year the NLEA president/co-presidents and the superintendent shall establish a schedule of quarterly Labor Management Committee meetings. Additional meetings may be scheduled at the request of either party. Each year, guidelines shall be reviewed and revised by the committee, if appropriate.
- B. A tentative agenda for each meeting shall be jointly prepared by the NLEA president/co-presidents and the superintendent. These meetings shall not be utilized for purposes of negotiations or for the adjudication of grievances. Prior to placement on the agenda, an issue affecting one (1) specific building must be discussed with the building principal in an effort to resolve the matter.
- C. As per the recommendation of the federal mediator, the members of the Labor Management Committee shall consist of the Association president/co-presidents, five (5) additional Association members (one [1] from each wing), assigned by the Association president/co-presidents, the building administrators, and the superintendent. Other attendees at the various meetings will be invited if they are involved with issues brought before the Committee at that meeting. Chairmanship of the meetings shall alternate between the parties.
- D. Minutes shall be prepared for each meeting of the Labor Management Committee and such minutes shall be made available to all administrators, all Board members, and the bargaining unit represented by the NLEA.

- E. Representatives of the Federal Mediation and Conciliation Service shall be invited to provide training to the Administration and the Association on the implementation of an effective Labor Management Committee.

#### 7.23 NONTEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.
- B. Teachers shall not be required to collect money from students. Additionally, lunch and milk money procedures will be implemented.
- C. A committee comprised of a majority of Middle School and High School teachers, the athletic director, and building principals, shall develop a check sheet to identify athletes who are academically at risk. This check sheet stating satisfactory/unsatisfactory performance shall be completed on a bi-weekly basis.

#### 7.24 INJURY REPORTING PROCEDURES

Any injury incurred by an employee during school working hours (instructional day or during coaching or other supplemental duty times) shall report that injury on an injury report form provided by the district within twenty-four (24) hours of the incident or as soon as possible. This form is to be submitted to the treasurer's office.

#### 7.25 EMPLOYMENT OF RETIRED S.T.R.S. MEMBERS

Any bargaining unit member who retires under S.T.R.S. and is subsequently re-employed in the District may be rehired at a rate of pay different from the academic training level and years of service as specified in the salary index of the Collective Bargaining Agreement. (Such experience shall be limited to ten (10) years of experience and Masters +15 salary index.)

This provision and such salary and individual contract with the employee expressly supersede O.R.C. 3317.13 and all other applicable laws.

While employed by the District subsequent to retirement, such an employee who is interested in obtaining health care benefits must opt for the health care benefits offered by S.T.R.S. Such re-employed retired member is not eligible to receive a severance payment upon leaving the District. Teachers re-employed by the District under the terms of this article shall be employed under a one (1) year limited contract that automatically expires at the end of the school year. O.R.C. 3319.11 and 3319.111 shall have no applicability to this contract.

This provision of the agreement and such salary and contract will not be grievable under the grievance procedures of the labor contract nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

## ARTICLE VIII – OTHER PROVISIONS

### 8.01 PROVISIONS CONTRARY TO LAW/SEVERABILITY

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code) and all policies, rules, and regulations of the Board. However, should the State Employment Relations Board or any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated, but all other provisions of the Contract shall remain in full force and effect. In the event that a provision of this agreement is found contrary to law, upon request of either party, the Board and the Association shall meet for the purpose of negotiating a lawful alternative provision. To be valid, a provision negotiated under these conditions must be ratified and properly signed by each party.

### 8.02 INCLUSION

The New London Board of Education and the New London Education Association agree that all sections of the existing collective bargaining agreement which are not re-negotiated shall be included in the new Collective Bargaining Agreement.

### 8.03 ENTIRE AGREEMENT

This agreement constitutes the entire negotiated agreement between the Board and NLEA and supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and NLEA. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the Board and NLEA.

8.04 DURATION

This contract shall be effective as of July 1, 2015, and shall remain in full force and effect through June 30, 2018, both dates inclusive.

NEW LONDON BOARD OF  
EDUCATION



PRESIDENT

\_\_\_\_\_

\_\_\_\_\_



SUPERINTENDENT



DATE

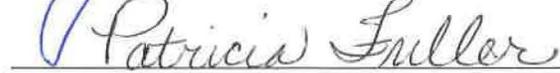
\_\_\_\_\_

TREASURER

NEW LONDON EDUCATION  
ASSOCIATION



CO-PRESIDENT



CO-PRESIDENT

\_\_\_\_\_

SERB AGENT OF RECORD

DATE

APPENDIX A

3 PAGES

GRIEVANCE FORM

\_\_\_\_\_  
NAME OF GRIEVANT DATE

\_\_\_\_\_  
BUILDING ASSIGNMENT GRIEVANCE NO.

The date(s) on which the alleged violation, misinterpretation, or misapplication occurred:

\_\_\_\_\_

The provision(s) of the contract or Board policy which allegedly has been violated, misinterpreted, or misapplied:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**STEP TWO**

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
Signature of Principal Date

Disposition by Principal: \_\_\_\_\_

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

\_\_\_\_\_  
Signature Date

**STEP THREE**

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
Signature of Superintendent or Designee Date

Disposition of Superintendent: \_\_\_\_\_

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

\_\_\_\_\_  
Signature Date

**STEP FOUR (BOARD OF EDUCATION)**

A hearing is requested \_\_\_\_\_ Yes \_\_\_\_\_ No

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
Signature of Superintendent or Designee  
On behalf of the Board

\_\_\_\_\_  
Date

Disposition of the Board: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP FIVE (ARBITRATION)**

This grievance is hereby submitted to arbitration.

\_\_\_\_\_  
GRIEVANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASSOCIATION PRESIDENT/CO-PRESIDENTS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE



**NEW LONDON BOARD OF EDUCATION**

**ACCIDENT REPORT**

---

\_\_\_\_\_  
NAME

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
DATE OF ACCIDENT

Description of how injury occurred: \_\_\_\_\_

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

\_\_\_\_\_  
Reported by

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

New London Local Schools  
TEACHER EVALUATION FORM (Non-OTES Teachers)

TEACHER \_\_\_\_\_ BUILDING \_\_\_\_\_  
 YEAR \_\_\_\_\_  
 EVALUATOR \_\_\_\_\_  
 ASSIGNMENT \_\_\_\_\_  
 DATE OF OBSERVATION \_\_\_\_\_ TIME/PERIOD OF OBSERVATION \_\_\_\_\_

The competencies of teachers fall into two closely related categories. First, there are those activities, behaviors, attitudes, and traits that have a direct bearing upon the teaching-learning process. Second, there are those competencies that, although important, do not directly influence the students under the supervision of the teacher.

This Teacher Evaluation Form is formatted into two sections reflected in the paragraph above. Under each of these general headings there are sub-headings which define a competent teacher. Each sub-heading will be rated on the following index: O-Outstanding; S-Satisfactory; N-Needs Improvement; U-Unsatisfactory; and NA-Not Applicable. The use of N or U requires that a written comment be included.

This evaluation instrument will be used for the minimum required evaluation(s) of all certificated/licensed teaching personnel. It may also be used for observations throughout the school year.

**I. DIRECT**

1. PLANNING AND LEARNING GOALS

- \_\_\_\_\_ 1.1 Teacher develops learning goals and objectives based upon the District’s adopted course of study, curriculum guide, textbooks, and materials.
- \_\_\_\_\_ 1.2 Teacher prepares lesson plans at least three (3) days in advance and has them available.
- \_\_\_\_\_ 1.3 Teacher has materials, supplies, and/or equipment ready prior to the start of the lesson or instructional activity.
- \_\_\_\_\_ 1.4 Teacher thoroughly plans activities for substitute teacher. Teacher prepares substitute packet with classroom activities for unexpected absences.

Strengths:

Weaknesses:

Suggestions for Improvement:

2. UTILIZATION OF INSTRUCTIONAL TIME

- \_\_\_\_\_ 2.1 Teacher keeps non-instructional time to a minimum by beginning and ending lessons on time, keeping transition time short, and managing the classroom so as to minimize disruptive behavior.
- \_\_\_\_\_ 2.2 Teacher ensures that instructional activities continue throughout the allocated time period. Teacher maintains a high level of student time-on-task.
- \_\_\_\_\_ 2.3 Teachers starts class quickly and purposefully; teacher has assignments or activities ready for students when they arrive. Materials and supplies are also ready.
- \_\_\_\_\_ 2.4 Teacher regularly assigns homework to students (above the primary grades) to extend learning time.

Strengths:

Weaknesses:

Suggestions for Improvement:

3. MANAGEMENT OF STUDENT BEHAVIOR

- \_\_\_\_\_ 3.1 Teacher sets appropriate standards for behavior in the classroom. Behavior standards are written, taught, and reviewed periodically.
- \_\_\_\_\_ 3.2 Behavior standards are consistent with or identical to the Student Code of Conduct. Rules, discipline, procedures, and consequences are planned in advance.
- \_\_\_\_\_ 3.3 Teacher applies consistent, equitable discipline for all students. Procedures are carried out quickly and are clearly linked to students' inappropriate behavior.
- \_\_\_\_\_ 3.4 Teacher stops disruptions quickly, taking care to avoid disrupting the whole class.
- \_\_\_\_\_ 3.5 Teacher has established procedures that govern student action and talk during different types of activities – whole class instruction, small group activity, etc.
- \_\_\_\_\_ 3.6 Teacher handles clerical matters with quick, efficient routines that keep class disruptions to a minimum.
- \_\_\_\_\_ 3.7 Teacher circulates around the room during learning activities, keeping students on task and providing help as needed.

Strengths:

Weaknesses:

Suggestions for Improvement:

4. INSTRUCTION

- \_\_\_\_\_ 4.1 Teacher previews lesson activities. Relationship between current lesson and previous learning is discussed. Students are reminded of key concepts or skills previously covered.
- \_\_\_\_\_ 4.2 Teacher explains lesson objectives in simple everyday language and refers to them throughout the lesson.
- \_\_\_\_\_ 4.3 Teacher summarizes the main point(s) of the session at the end of the lesson or instructional activity.
- \_\_\_\_\_ 4.4 Teacher provides opportunity for guided and independent practice with new concepts and skills. Problems and other academic tasks are well matched to lesson content so student success rate is high.
- \_\_\_\_\_ 4.5 Teacher makes transitions between lessons and between instructional activities within lesson efficiently and smoothly. Clear written and verbal directions are given; key points and instructions are emphasized.
- \_\_\_\_\_ 4.6 Teacher thoroughly understands the subject matter being taught.
- \_\_\_\_\_ 4.7 Teacher makes use of classroom questioning as a part of interactive learning. Questions are structured so as to focus students' attention on key elements in the lesson.
- \_\_\_\_\_ 4.8 Presentations, such as lectures or demonstrations, are communicated clearly to students; digressions are avoided.

Strengths:

Weaknesses:

Suggestions for Improvement:

5. INSTRUCTIONAL MONITORING

- \_\_\_\_\_ 5.1 Teacher makes use of classroom questioning to monitor student understanding.
- \_\_\_\_\_ 5.2 Teacher checks student understanding and stimulates their thinking, via lower cognitive and higher cognitive questions during classroom recitations.
- \_\_\_\_\_ 5.3 Teacher allows generous amount of "wait-time" when questioning students.
- \_\_\_\_\_ 5.4 Teacher "stays with" students whose initial responses are inaccurate or incomplete. Teacher probes their understanding and helps them produce better answers.
- \_\_\_\_\_ 5.5 Teacher assess student performance through a variety of other means; written or other work products (e.g., checking students' work during seatwork, check homework, etc.).
- \_\_\_\_\_ 5.6 Teacher moves around the room and checks the performance of students during independent work, not just those who seek assistance or who volunteer to show work.
- \_\_\_\_\_ 5.7 Teacher maintains complete and accurate records of students' grades and progress.

Strengths:

Weaknesses:

Suggestions for Improvement:

6. INSTRUCTIONAL FEEDBACK

- 6.1 Teacher provides immediate feedback on in-class responses and written assignment; feedback is simple, clear, and helps students understand and correct errors.
- 6.2 Teacher acknowledges correct responses during recitations and on assignments and tests.
- 6.3 Homework is regularly assigned, graded, and returned promptly.

Strengths:

Weaknesses:

Suggestions for Improvement:

7. ASSESSMENT

- 7.1 Teacher regularly monitors student learning both formally and informally.
- 7.2 Classroom assessments of student performances match learning objectives.
- 7.3 Teacher is knowledgeable about test development techniques and apply these to select or prepare valid, reliable assessment instruments.
- 7.4 Teacher communicates academic progress to students and parents.

Strengths:

Weaknesses:

Suggestions for Improvement:

8. STUDENT-TEACHER INTERACTIONS

- 8.1 Teacher sets appropriate standards for learning and let students know they are all expected to meet them. Standards are set so they are both challenging and attainable. Standards for quality work are set and maintained consistently.
- 8.2 Teacher holds students accountable for completing assignments, turning in work, and participating in classroom discussions.
- 8.3 Teacher gives students the time, help, and encouragement necessary to achieve at acceptable levels.
- 8.4 Teacher pays attention to student interests, problems, and accomplishments both in and out of the classroom.
- 8.5 Teacher praises and encourages student effort.

Strengths:

Weaknesses:

Suggestions for Improvement:

## II. **INDIRECT**

### 1. PROFESSIONALLY RELATED

- 1.1 Teacher takes part in professional growth activities (e.g., in-service meetings, course work, seminars, conferences, etc.)
- 1.2 Teacher demonstrates the ability to work with colleagues and strives to maintain good relations among peers.
- 1.3 Teacher performs necessary clerical responsibilities in a timely manner.
- 1.4 Teacher maintains a good attendance record, using leaves appropriately; prompt and punctual to school and class.
- 1.5 Teacher is able to work well independently with little or no guidance from the main office.
- 1.6 Teacher adheres to the school system's policies and procedures. Proper channels are followed in seeking answers to school-related problems.
- 1.7 Teacher is open to new ideas and new ways of doing things in the classroom.

Strengths:

Weaknesses:

Suggestions for Improvement:

### 2. PARENT AND COMMUNITY RELATIONS

- 2.1 Teacher holds conferences with parents/guardians in compliance with existing school policy, and whenever a need becomes apparent.
- 2.2 Teacher communicates with parents in a timely fashion about their child's academic progress.
- 2.3 Teacher responds to parental inquiries promptly, positively, honestly, and discreetly.

Strengths:

Weaknesses:

Suggestions for Improvement:

Evaluator's Comments (if needed):

Teacher's Comments (if needed):

Action plan(s) attached?    Yes \_\_\_\_\_    No \_\_\_\_\_    Number \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF EVALUATOR    DATE    SIGNATURE OF TEACHER\*    DATE

NOTE: THE SIGNATURE OF THE TEACHER DOES NOT NECESSARILY INDICATE AGREEMENT WITH EVALUATION, BUT THAT THE OPPORTUNITY TO REVIEW THE EVALUATION WAS AVAILABLE.

ACTION PLAN FOR IMPROVED PERFORMANCE (Non-OTES Teachers)

TEACHER \_\_\_\_\_

EVALUATOR \_\_\_\_\_

RESULT OF THE EVALUATION DATED: \_\_\_\_\_

AREA(S) TO BE IMPROVED \_\_\_\_\_

STRATEGIES TO BE EMPLOYED FOR IMPROVEMENT	ACTIVITIES TO BE EMPLOYED TO ACHIEVE IMPROVEMENT	TIMELINE FOR EVALUATION PROGRESS	MEASURABLE EVALUATION CRITERIA	PERSON(S) RESPONSIBLE OR ACTIVITIES

DATE \_\_\_\_\_

EVALUATOR'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TEACHER'S SIGNATURE \_\_\_\_\_

\_\_\_\_\_ I understand that the NLEA will be notified that an Action Plan has been developed.

**Certificated Salary Schedule  
FY 2015-16**

**Base Salary: \$32,299 5.5% Fringe Benefit P/U**

EXP.	INDEX	BA	INDEX	BA+150	INDEX	MA	INDEX	MA+15	INDEX	MA+30
0	1.00	\$32,299	1.04	\$33,591	1.10	\$35,529	1.15	\$37,144	1.18	\$38,113
1	1.04	\$33,591	1.09	\$35,206	1.15	\$37,144	1.20	\$38,759	1.23	\$39,728
2	1.08	\$34,883	1.13	\$36,498	1.20	\$38,759	1.25	\$40,374	1.28	\$41,343
3	1.12	\$36,175	1.18	\$38,113	1.25	\$40,374	1.30	\$41,989	1.33	\$42,958
4	1.16	\$37,467	1.22	\$39,405	1.30	\$41,989	1.35	\$43,604	1.38	\$44,573
5	1.20	\$38,759	1.27	\$41,020	1.35	\$43,604	1.40	\$45,219	1.43	\$46,188
6	1.24	\$40,051	1.31	\$42,312	1.40	\$45,219	1.45	\$46,834	1.48	\$47,803
7	1.28	\$41,343	1.36	\$43,927	1.45	\$46,834	1.50	\$48,449	1.53	\$49,418
8	1.32	\$42,635	1.40	\$45,219	1.50	\$48,449	1.55	\$50,064	1.58	\$51,033
9	1.36	\$43,927	1.45	\$46,834	1.55	\$50,064	1.60	\$51,679	1.63	\$52,648
10	1.40	\$45,219	1.49	\$48,126	1.60	\$51,679	1.65	\$53,294	1.68	\$54,263
11	1.44	\$46,511	1.54	\$49,741	1.65	\$53,294	1.70	\$54,909	1.73	\$55,878
12	1.48	\$47,803	1.58	\$51,033	1.70	\$54,909	1.75	\$56,524	1.78	\$57,493
13	1.52	\$49,095	1.63	\$52,648	1.75	\$56,524	1.80	\$58,139	1.83	\$59,108
14	1.56	\$50,387	1.67	\$53,940	1.80	\$58,139	1.85	\$59,754	1.88	\$60,723
15	1.60	\$51,679	1.72	\$55,555	1.85	\$59,754	1.90	\$61,369	1.93	\$62,338
16	1.64	\$52,971	1.76	\$56,847	1.90	\$61,369	1.95	\$62,984	1.98	\$63,953
18	1.68	\$54,263	1.81	\$58,462	1.95	\$62,984	2.00	\$64,599	2.03	\$65,568
22	1.70	\$54,909	1.83	\$59,108	1.98	\$63,953	2.03	\$65,568	2.05	\$66,214
26	1.72	\$55,555	1.85	\$59,754	2.00	\$64,599	2.05	\$66,214	2.08	\$67,183

**Base Salary: \$33,819 Hired After 01/01/2015**

EXP.	INDEX	BA	INDEX	BA+150	INDEX	MA	INDEX	MA+15	INDEX	MA+30
0	1.00	\$33,819	1.04	\$35,172	1.10	\$37,201	1.15	\$38,892	1.18	\$39,906
1	1.04	\$35,172	1.09	\$36,863	1.15	\$38,892	1.20	\$40,583	1.23	\$41,597
2	1.08	\$36,525	1.13	\$38,215	1.20	\$40,583	1.25	\$42,274	1.28	\$43,288
3	1.12	\$37,877	1.18	\$39,906	1.25	\$42,274	1.30	\$43,965	1.33	\$44,979
4	1.16	\$39,230	1.22	\$41,259	1.30	\$43,965	1.35	\$45,656	1.38	\$46,670
5	1.20	\$40,583	1.27	\$42,950	1.35	\$45,656	1.40	\$47,347	1.43	\$48,361
6	1.24	\$41,936	1.31	\$44,303	1.40	\$47,347	1.45	\$49,038	1.48	\$50,052
7	1.28	\$43,288	1.36	\$45,994	1.45	\$49,038	1.50	\$50,729	1.53	\$51,743
8	1.32	\$44,641	1.4	\$47,347	1.50	\$50,729	1.55	\$52,419	1.58	\$53,434
9	1.36	\$45,994	1.45	\$49,038	1.55	\$52,419	1.60	\$54,110	1.63	\$55,125
10	1.40	\$47,347	1.49	\$50,390	1.60	\$54,110	1.65	\$55,801	1.68	\$56,816
11	1.44	\$48,699	1.54	\$52,081	1.65	\$55,801	1.70	\$57,492	1.73	\$58,507
12	1.48	\$50,052	1.58	\$53,434	1.70	\$57,492	1.75	\$59,183	1.78	\$60,198
13	1.52	\$51,405	1.63	\$55,125	1.75	\$59,183	1.80	\$60,874	1.83	\$61,889
14	1.56	\$52,758	1.67	\$56,478	1.80	\$60,874	1.85	\$62,565	1.88	\$63,580
15	1.60	\$54,110	1.72	\$58,169	1.85	\$62,565	1.90	\$64,256	1.93	\$65,271
16	1.64	\$55,463	1.76	\$59,521	1.90	\$64,256	1.95	\$65,947	1.98	\$66,962
18	1.68	\$56,816	1.81	\$61,212	1.95	\$65,947	2.00	\$67,638	2.03	\$68,653
22	1.70	\$57,492	1.83	\$61,889	1.98	\$66,962	2.03	\$68,653	2.05	\$69,329
26	1.72	\$58,169	1.85	\$62,565	2.00	\$67,638	2.05	\$69,329	2.08	\$70,344

**Certificated Salary Schedule  
FY 2016-17**

**Base Salary: \$32,784 5.5% Fringe Benefit P/U**

EXP.	INDEX	BA	INDEX	BA+150	INDEX	MA	INDEX	MA+15	INDEX	MA+30
0	1.00	\$32,784	1.04	\$34,095	1.10	\$36,062	1.15	\$37,701	1.18	\$38,685
1	1.04	\$34,095	1.09	\$35,734	1.15	\$37,701	1.20	\$39,341	1.23	\$40,324
2	1.08	\$35,407	1.13	\$37,045	1.20	\$39,341	1.25	\$40,980	1.28	\$41,963
3	1.12	\$36,718	1.18	\$38,685	1.25	\$40,980	1.30	\$42,619	1.33	\$43,602
4	1.16	\$38,029	1.22	\$39,996	1.30	\$42,619	1.35	\$44,258	1.38	\$45,242
5	1.20	\$39,341	1.27	\$41,635	1.35	\$44,258	1.40	\$45,897	1.43	\$46,881
6	1.24	\$40,652	1.31	\$42,947	1.40	\$45,897	1.45	\$47,537	1.48	\$48,520
7	1.28	\$41,963	1.36	\$44,586	1.45	\$47,537	1.50	\$49,176	1.53	\$50,159
8	1.32	\$43,275	1.40	\$45,897	1.50	\$49,176	1.55	\$50,815	1.58	\$51,798
9	1.36	\$44,586	1.45	\$47,537	1.55	\$50,815	1.60	\$52,454	1.63	\$53,438
10	1.40	\$45,897	1.49	\$48,848	1.60	\$52,454	1.65	\$54,093	1.68	\$55,077
11	1.44	\$47,209	1.54	\$50,487	1.65	\$54,093	1.70	\$55,732	1.73	\$56,716
12	1.48	\$48,520	1.58	\$51,798	1.70	\$55,732	1.75	\$57,372	1.78	\$58,355
13	1.52	\$49,831	1.63	\$53,438	1.75	\$57,372	1.80	\$59,011	1.83	\$59,994
14	1.56	\$51,143	1.67	\$54,749	1.80	\$59,011	1.85	\$60,650	1.88	\$61,634
15	1.60	\$52,454	1.72	\$56,388	1.85	\$60,650	1.90	\$62,289	1.93	\$63,273
16	1.64	\$53,765	1.76	\$57,700	1.90	\$62,289	1.95	\$63,928	1.98	\$64,912
18	1.68	\$55,077	1.81	\$59,339	1.95	\$63,928	2.00	\$65,568	2.03	\$66,551
22	1.70	\$55,732	1.83	\$59,994	1.98	\$64,912	2.03	\$66,551	2.05	\$67,207
26	1.72	\$56,388	1.85	\$60,650	2.00	\$65,568	2.05	\$67,207	2.08	\$68,190

**Base Salary: \$34,326 Hired After 01/01/2015**

EXP.	INDEX	BA	INDEX	BA+150	INDEX	MA	INDEX	MA+15	INDEX	MA+30
0	1.00	\$34,326	1.04	\$35,699	1.10	\$37,759	1.15	\$39,475	1.18	\$40,505
1	1.04	\$35,699	1.09	\$37,415	1.15	\$39,475	1.20	\$41,192	1.23	\$42,221
2	1.08	\$37,072	1.13	\$38,788	1.20	\$41,192	1.25	\$42,908	1.28	\$43,938
3	1.12	\$38,445	1.18	\$40,505	1.25	\$42,908	1.30	\$44,624	1.33	\$45,654
4	1.16	\$39,818	1.22	\$41,878	1.30	\$44,624	1.35	\$46,340	1.38	\$47,370
5	1.20	\$41,192	1.27	\$43,594	1.35	\$46,340	1.40	\$48,057	1.43	\$49,087
6	1.24	\$42,565	1.31	\$44,967	1.40	\$48,057	1.45	\$49,773	1.48	\$50,803
7	1.28	\$43,938	1.36	\$46,683	1.45	\$49,773	1.50	\$51,489	1.53	\$52,519
8	1.32	\$45,311	1.4	\$48,056	1.50	\$51,489	1.55	\$53,206	1.58	\$54,236
9	1.36	\$46,684	1.45	\$49,773	1.55	\$53,206	1.60	\$54,922	1.63	\$55,952
10	1.40	\$48,057	1.49	\$51,146	1.60	\$54,922	1.65	\$56,638	1.68	\$57,668
11	1.44	\$49,430	1.54	\$52,862	1.65	\$56,638	1.70	\$58,355	1.73	\$59,384
12	1.48	\$50,803	1.58	\$54,235	1.70	\$58,355	1.75	\$60,071	1.78	\$61,101
13	1.52	\$52,176	1.63	\$55,951	1.75	\$60,071	1.80	\$61,787	1.83	\$62,817
14	1.56	\$53,549	1.67	\$57,324	1.80	\$61,787	1.85	\$63,504	1.88	\$64,533
15	1.60	\$54,922	1.72	\$59,041	1.85	\$63,504	1.90	\$65,220	1.93	\$66,250
16	1.64	\$56,295	1.76	\$60,414	1.90	\$65,220	1.95	\$66,936	1.98	\$67,966
18	1.68	\$57,668	1.81	\$62,130	1.95	\$66,936	2.00	\$68,653	2.03	\$69,682
22	1.70	\$58,355	1.83	\$62,817	1.98	\$67,966	2.03	\$69,682	2.05	\$70,369
26	1.72	\$59,041	1.85	\$63,503	2.00	\$68,653	2.05	\$70,369	2.08	\$71,399

**Certificated Salary Schedule  
FY 2017-18**

**Base Salary: \$33,276 5.5% Fringe Benefit P/U**

EXP.	INDEX	BA	INDEX	BA+150	INDEX	MA	INDEX	MA+15	INDEX	MA+30
0	1.00	\$33,276	1.04	\$34,607	1.10	\$36,603	1.15	\$38,267	1.18	\$39,265
1	1.04	\$34,607	1.09	\$36,270	1.15	\$38,267	1.20	\$39,931	1.23	\$40,929
2	1.08	\$35,938	1.13	\$37,601	1.20	\$39,931	1.25	\$41,594	1.28	\$42,593
3	1.12	\$37,269	1.18	\$39,265	1.25	\$41,594	1.30	\$43,258	1.33	\$44,257
4	1.16	\$38,600	1.22	\$40,596	1.30	\$43,258	1.35	\$44,922	1.38	\$45,920
5	1.20	\$39,931	1.27	\$42,260	1.35	\$44,922	1.40	\$46,586	1.43	\$47,584
6	1.24	\$41,262	1.31	\$43,591	1.40	\$46,586	1.45	\$48,250	1.48	\$49,248
7	1.28	\$42,593	1.36	\$45,255	1.45	\$48,250	1.50	\$49,913	1.53	\$50,912
8	1.32	\$43,924	1.40	\$46,586	1.50	\$49,913	1.55	\$51,577	1.58	\$52,575
9	1.36	\$45,255	1.45	\$48,250	1.55	\$51,577	1.60	\$53,241	1.63	\$54,239
10	1.40	\$46,586	1.49	\$49,581	1.60	\$53,241	1.65	\$54,905	1.68	\$55,903
11	1.44	\$47,917	1.54	\$51,244	1.65	\$54,905	1.70	\$56,568	1.73	\$57,567
12	1.48	\$49,248	1.58	\$52,575	1.70	\$56,568	1.75	\$58,232	1.78	\$59,231
13	1.52	\$50,579	1.63	\$54,239	1.75	\$58,232	1.80	\$59,896	1.83	\$60,894
14	1.56	\$51,910	1.67	\$55,570	1.80	\$59,896	1.85	\$61,560	1.88	\$62,558
15	1.60	\$53,241	1.72	\$57,233	1.85	\$61,560	1.90	\$63,224	1.93	\$64,222
16	1.64	\$54,572	1.76	\$58,565	1.90	\$63,224	1.95	\$64,887	1.98	\$65,886
18	1.68	\$55,903	1.81	\$60,229	1.95	\$64,887	2.00	\$66,551	2.03	\$67,549
22	1.70	\$56,568	1.83	\$60,894	1.98	\$65,886	2.03	\$67,549	2.05	\$68,215
26	1.72	\$57,234	1.85	\$61,560	2.00	\$66,551	2.05	\$68,215	2.08	\$69,213

**Base Salary: \$34,841 Hired After 01/01/2015**

EXP.	INDEX	BA	INDEX	BA+150	INDEX	MA	INDEX	MA+15	INDEX	MA+30
0	1.00	\$34,841	1.04	\$36,235	1.10	\$38,325	1.15	\$40,067	1.18	\$41,113
1	1.04	\$36,235	1.09	\$37,977	1.15	\$40,067	1.20	\$41,809	1.23	\$42,855
2	1.08	\$37,628	1.13	\$39,371	1.20	\$41,809	1.25	\$43,551	1.28	\$44,597
3	1.12	\$39,022	1.18	\$41,113	1.25	\$43,551	1.30	\$45,294	1.33	\$46,339
4	1.16	\$40,416	1.22	\$42,506	1.30	\$45,294	1.35	\$47,036	1.38	\$48,081
5	1.20	\$41,809	1.27	\$44,248	1.35	\$47,036	1.40	\$48,778	1.43	\$49,823
6	1.24	\$43,203	1.31	\$45,642	1.40	\$48,778	1.45	\$50,520	1.48	\$51,565
7	1.28	\$44,597	1.36	\$47,384	1.45	\$50,520	1.50	\$52,262	1.53	\$53,307
8	1.32	\$45,990	1.4	\$48,778	1.50	\$52,262	1.55	\$54,004	1.58	\$55,049
9	1.36	\$47,384	1.45	\$50,520	1.55	\$54,004	1.60	\$55,746	1.63	\$56,791
10	1.40	\$48,778	1.49	\$51,913	1.60	\$55,746	1.65	\$57,488	1.68	\$58,533
11	1.44	\$50,171	1.54	\$53,655	1.65	\$57,488	1.70	\$59,230	1.73	\$60,275
12	1.48	\$51,565	1.58	\$55,049	1.70	\$59,230	1.75	\$60,972	1.78	\$62,017
13	1.52	\$52,959	1.63	\$56,791	1.75	\$60,972	1.80	\$62,714	1.83	\$63,759
14	1.56	\$54,352	1.67	\$58,185	1.80	\$62,714	1.85	\$64,456	1.88	\$65,501
15	1.60	\$55,746	1.72	\$59,927	1.85	\$64,456	1.90	\$66,198	1.93	\$67,243
16	1.64	\$57,140	1.76	\$61,320	1.90	\$66,198	1.95	\$67,940	1.98	\$68,986
18	1.68	\$58,533	1.81	\$63,063	1.95	\$67,940	2.00	\$69,682	2.03	\$70,727
22	1.70	\$59,230	1.83	\$63,759	1.98	\$68,986	2.03	\$70,728	2.05	\$71,424
26	1.72	\$59,927	1.85	\$64,456	2.00	\$69,682	2.05	\$71,424	2.08	\$72,470

**NEW LONDON LOCAL SCHOOLS  
SUPPLEMENTARY SALARY SCHEDULE  
Percentage of Base on Certified Salary Schedule**

<u>Years Experience:</u>	(0-1)	(2-3)	(4+)
<u>STEP:</u>	I	II	III
Faculty Manager	9.0	10.0	11.5
Head Football	15.5	18.0	21.0
Asst. Football (4)	9.0	11.0	12.5
Jr. Hi Football (2)	6.5	7.5	8.5
Head Golf (B&G)	9.0	10.5	12.5
Cross Country (Head)	9.0	10.5	12.5
Asst. Cross Country	5.0	5.5	6.0
Jr. Hi Cross Country	6.5	7.5	8.5
Head Volleyball	12.0	14.0	16.0
Asst. Volleyball	7.0	8.5	10.0
Jr. Hi Volleyball (2)	6.5	7.5	8.5
Head Basketball (B&G)	15.5	18.0	21.0
Var. Asst. Basketball (B&G)	9.0	11.0	12.5
JV Basketball (B&G)	9.0	11.0	12.5
9 <sup>th</sup> Grade Basketball (B&G)	7.0	8.5	10.0
8 <sup>th</sup> Grade Basketball (B&G)	6.5	7.5	8.5
7 <sup>th</sup> Grade Basketball (B&G)	6.5	7.5	8.5
Head Wrestling	12.0	14.0	16.0
Asst. Wrestling	7.0	8.5	10.0
Jr. Hi Wrestling	6.5	7.5	8.5
Head Track (B&G)	10.0	11.5	13.0
Asst. Track (B&G)	7.0	8.5	10.0
Jr. Hi Track (B&G)	6.5	7.5	8.5
Head Baseball	10.0	11.5	13.0
JV Baseball	7.0	8.5	10.0
Head Softball	10.0	11.5	13.0
JV Softball	7.0	8.5	10.0
Biddy Program (3 @ 1/3 each)	3.5	4.0	4.5

HS Cheerleader Advisor	5.0	6.5	8.0
Asst. H.S. Cheerleader Advisor	3.0	4.0	5.0
Jr. Hi Cheerleader Advisor	3.0	4.0	5.0
Marching Band Director	10.0	12.0	14.0
Marching Band Assistant	3.5	4.0	4.5
Inst. Music Solo/Ensemble	3.5	4.0	4.5
Pep Band	1.5	2.0	2.5
Jazz Band	1.5	2.0	2.5
Flag Line	3.5	4.0	5.0
Vocal Music Solo/Ensemble	3.5	4.0	4.5
Show Choir	6.0	6.5	7.0
Elementary Vocal Music	1.5	1.75	2.0
Musical Production**			
Drama Director	6.0	6.5	7.0
Vocal Music Director	3.5	4.0	4.5
Accompanist	1.0	1.5	2.0
Technical Director	1.0	1.5	2.0
Drama Production**			
Drama Director	3.0	3.25	3.5
Technical Director	0.5	0.75	1.0
**These supplemental contracts shall apply for each production of this type annually.			
Student Council Advisor	2.5	3.0	3.5
Yearbook Advisor	9.5	10.5	11.5
Class Advisor (7-8) (1 each)	1.5	2.0	2.5
Class Advisor (9)	1.5	2.0	2.5
Class Advisor (10)	2.0	3.0	4.0
Class Advisor (11-12) (2 each)	2.0	3.0	4.0
JR/SR Prom Advisor (2)	2.0	2.5	3.0
Nat'l Honor Society	1.25	1.50	1.75
French Club Advisor	1.5	2.0	2.5
Spanish Club Advisor	1.5	2.0	2.5
Academic Team Advisor (2)	2.5	3.0	3.5
Quiz Bowl Advisor (5-6)	1.0	1.25	1.50
Sixth Grade Camp (per diem)	0.2	0.3	0.4
Intervention Assistance Team (RTI)			
(K-5) (4)	2.0	2.5	3.0
(6-12) (4)	2.0	2.5	3.0

### 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).

Teacher Name:

Date:

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

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

**INSTRUCTIONAL PLANNING**

<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</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 demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</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 plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</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'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'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>Evidence</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>

INSTRUCTIONAL PLANNING

**KNOWLEDGE OF STUDENTS**  
(Standard 1: Students)

Sources of Evidence:  
Analysis of Student Data  
Pre-Conference

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<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>
Evidence					

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

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

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

### Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

**Improvement Plan (continued)****Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

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

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Date for this Improvement Plan to Be Evaluated:

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

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

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

## Improvement Plan: Evaluation of Plan

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

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

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

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

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

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

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

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

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

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