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AGREEMENT
BETWEEN THE DELPHOS EDUCATION ASSOCIATION
AND THE
DELPHOS CITY SCHOOL DISTRICT BOARD OF EDUCATION

EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2017

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**R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT**

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ARTICLE I – RECOGNITION

- A. The Delphos City School District Board of Education, hereinafter referred to as the "Board," hereby recognizes the Delphos Education Association OEA/NEA-Local, hereinafter the "Association," as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, of a bargaining unit consisting of all full and regularly scheduled part-time professional, certificated, licensed non-supervisory employees of the Board in the public school K-12 program and substitutes working at least sixty (60) consecutive days in one specific teaching position, whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis.
- B. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Library Aide, School Nurse, substitutes not expressly included, and temporary employees, non-teaching employees, non-certificated employees, confidential, supervisory or management-level employees as defined in Section 4117.01 of the Ohio Revised Code, and all other employees are excluded from the bargaining unit.
- C. The Employer recognizes further that any newly created position for employees meeting the requirements specified in Section A of this Article for bargaining unit members will also be part of the unit.
- D. The Employer further represents that there are no professional, certificated, non-supervisory confidential employees at the time of the signing of this Agreement and that it will not in the future make a bargaining unit member a confidential employee of the purpose of removing that employee from the unit.

E. DEFINITIONS

- 1. "Days" mean calendar days except when otherwise indicated in this Agreement.
- 2. "NEA" means the National Education Association.
- 3. "DEA" means the Delphos Education Association.
- 4. "OEA" means the Ohio Education Association.
- 5. "Teacher" means the same as Employee, i.e., a member of the bargaining unit.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. EXCLUSIVE PROCEDURE

Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures.

B. REQUESTS

If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party no more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. At the first bargaining session both parties shall submit their complete proposals for a successor agreement. Neither party may submit additional issues for collective bargaining after submitting its initial proposals.

C. REPRESENTATION

Representatives of the Board and representatives of the Association shall meet to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. NEGOTIATIONS

1. Location - Meetings will be held at a mutually agreeable site.
2. Dates and Times - Meetings will be scheduled by mutual agreement as necessary. Sessions shall be four (4) hours maximum, except when extended by agreement of the parties. Date and time of the meeting shall, if possible, be agreed upon before the close of each session.
3. Representatives - The bargaining committees will consist of no more than six individuals in addition to the chief negotiator designated by each party. Additional representatives for both parties may be added by mutual agreement to address specific issues. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.
4. Chief Negotiator - There shall be only one spokesperson for each party, except that he or she may, on occasion, request a team member of the

bargaining committee to address a specific issue. It is understood that no tentative agreement on any Article or the entire contract, oral or written, is effective unless specifically agreed upon and initialed by the chief negotiators for both parties. Any agreement which is not thus approved by the chief negotiators is ineffective.

5. Caucus - The chief negotiator of either party may recess his group for independent caucus of reasonable duration at any time.
6. Written Proposals and Material - All written proposals and material shall be submitted in sufficient quantity to provide copies for each of the other party's bargaining team, if possible.
7. Agreements - Articles and materials agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the chief negotiators as tentative agreements. It is understood that such tentative agreements, although not finally resolved, shall not be amended without express mutual consent of the parties' chief negotiators. The Articles shall not become officially enforceable until the entire Collective Bargaining Agreement has been reduced to writing and ratified by both parties.

When tentative agreements are reached on all Articles to be included in the parties' contract, the Association's bargaining committee shall present the Final Agreement to its membership for ratification. The Association's bargaining committee shall then notify the Board's chief negotiator about the result of the ratification vote. The Board's bargaining committee will then present the Agreement to the Board of Education for their ratification. The Board's chief negotiator will promptly notify the Association's chief negotiator of the Board's action.

8. Recording - No mechanical or other recording devices shall be used during the negotiation sessions. Each party is responsible for its own notes.
9. Media - The parties agree that during the period of negotiations and prior to reaching an agreement or going to impasse, the contents of the negotiations shall not be released to the news media unless such issuance has mutual consent. Progress reports may be made to the represented bodies of either negotiating team at the discretion of the team.

E. DISAGREEMENT

1. In the event the parties are unable to reach agreement, the parties agree to proceed as set forth below.
2. If the parties fail to reach complete agreement on the successor contract by 45 days before expiration of the current Agreement, either party may request the appointment of a mediator from the Federal Mediation and Conciliation Service. The mediator shall meet with the parties as he/she deems appropriate in an attempt to resolve the disputed issues. The mediator will confine himself/herself to the process of mediation and shall not engage in fact-finding or other form of interest arbitration without the express written consent of both parties.
3. If an agreement is not reached through mediation, or if it was mutually agreed not to use mediation, the matter shall be submitted to Advisory Arbitration within ten (10) working days.
4. The parties shall mutually petition the American Arbitration Association (AAA) for a list(s) of neutral arbitrators. All voluntary rules and regulations of the AAA shall be followed in the selection and utilization of the arbitrator.
5. Within seven (7) days of receipt of the arbitrator recommendations, the parties shall each act on the recommendations. If either party rejects the recommendations, the recommendations may be publicized.
6. Costs and expenses which may be incurred in securing and utilizing the services of the neutral third party shall be shared equally by the Board and the Delphos Education Association.
7. If the parties have not reached complete agreement on a successor contract by the conclusion of the stated impasse procedure, then the Association may proceed in accordance with Ohio Revised Code 4117.14(D)(2) (Strike) and the Board may implement its last offer. During such process, the mediator may continue to work with the parties as he/she deems appropriate.
8. This procedure of Article II.E is the parties' mutually agreed alternative dispute resolution procedure and supersedes the dispute resolution procedures of O.R.C. 4117.14(C)(2-6).

ARTICLE III - MANAGEMENT RIGHTS

- A. Except as specifically modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio and of the United States, including, by way of illustration, management's rights to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency and effectiveness of school operations; determine the methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote, or terminate teachers for just cause; lay off, nonrenew, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the School District as an educational unit; effectively manage the work force; take actions to carry out the mission of the School District; determine the work hours of teachers and the instructional hours and determine grading periods for pupils; and direct, assign, and schedule pupils.
- B. So long as the Board and administration comply with the specific and express terms of this written Agreement, the Board shall have no obligation to bargain with the Association during the term of this Agreement, whether or not Board or administration decisions of their implementation affect the wages, hours, terms and/or other conditions of employment of members of the bargaining unit.

ARTICLE IV - ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organization rights:

A. USE OF SCHOOL BUILDINGS AND EQUIPMENT

The Association will have the right to use school buildings at reasonable times as long as the use does not interfere with a previously scheduled use of the building. The principal of the building in question will be notified no less than 48 hours in advance, whenever possible, of the time and place of all such meetings. The Association shall pay the cost of extra cleaning or set up expenses, if any, as may be deemed necessary by the principal.

B. RIGHTS OF ACCESS TO MEMBERS DURING SCHOOL HOURS

Every attempt will be made to meet after school hours. If it is impossible to do that, then the President of the Association and/or a designee and/or the UniServ Consultant for the Association shall have the right to visit schools. Either prior to

or immediately upon the President's or the consultant's arrival at any school, the President and/or the Consultant shall advise the principal or, in his absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied but may be delayed only if the visit, at the time desired, will interfere with the normal teaching duties of the professional staff member to be contacted.

- C. The Association building representative will have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio/visual equipment, addressograph plates (reflecting the names and addresses of residents of the School District) when such equipment is not otherwise in use. Permission for such use shall be obtained and supplies in connection with such equipment shall be purchased from the building principal at the cost paid by the Board.
- D. A directory of names, assignments, work locations, and non-confidential mailing addresses and listed telephone numbers, if available, of all members of the bargaining unit shall be provided without cost to the Association no later than October 1 of each school year.

E. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Use the inter-school mail system to distribute material of the type described below.
2. Use in each building a reasonable amount of space of existing facility bulletin boards located in areas readily accessible to and normally frequented by teachers.
3. Use of school public address system for Association announcements in accordance with administrative procedures.
4. Make brief announcements at the end of faculty meetings.
5. The Bargaining Unit will select or appoint members as representatives to any committee which impacts the wages, hours, or terms and conditions of employment of Bargaining Unit Members.

F. PAYROLL DEDUCTIONS

Deductions will be taken from the first and second monthly paychecks. The following payroll deductions will be provided at no cost to the professional staff members:

1. Association Dues

- a. Teachers may at any time until October 21 sign and deliver to the Board an authorized form requesting membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.
- b. Such deductions shall be made in equal amounts, beginning for all individuals so authorizing with the first paycheck in November and continuing through the last pay in June. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher.
- c. No teacher is required to be a member of the Association or to pay any fee to the Association as a condition of employment with the Board.

2. Credit Union

3. Income Protection Insurance

4. Tax Sheltered Annuities per Board adopted list of 403 providers.

5. Political/FCPE Contributions: The Treasurer shall deduct designated political contributions in accordance with Ohio Revised Code §3313.262.

6. Additional Insurance Plans

G. PRINTING AND PROVIDING COPIES OF THE CONTRACT

The administration will provide a copy of this contract to each school building in the School District at the time of this Agreement. Copies will be retained in the office of each principal. In addition, each teacher will be provided with a copy of this Agreement, the cost of which will be borne equally by the Board and the Association.

H. SCHOOL BOARD

1. Meeting Notice and Agenda - The President of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board.

2. Minutes and Other Public Documents - The President of the Association will be supplied with minutes of all regular and special Board meetings. Upon written request, the Board will furnish the Association with a copy of the monthly financial statement of the receipts and expenditures of the School District.

I. The rights granted herein to the Association shall not be granted or extended to any competing organization.

J. ASSOCIATION LEAVE

The Board shall authorize up to a maximum of three (3) total days of absence without loss of pay per year (September 1 through August 31) to the Association President or his/her designee to attend Association meetings, conferences, or conventions. Such leave may not be used for meetings, conferences, or conventions of any other teacher organizations. To be valid, an advance request of 72 hours for use of this leave must be submitted by the President of the Association to the Superintendent or his/her designee.

K. NON-DISCRIMINATION

There shall be no discrimination for exercise of employment rights nor in the application of this collective bargaining agreement based on race, color, creed, national origin, age, sex, religion, ancestry, marital status, sexual orientation, handicap, or union activity.

ARTICLE V - GRIEVANCE PROCEDURE

A. PURPOSE

The grievance procedure is the exclusive procedure to deal with all alleged violations and labor disputes arising under this Agreement. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. Grievances must not be used as a means to gain contract concessions unsuccessfully bargained for during negotiations.

B. DEFINITIONS AND TERMS

The following definitions and terms apply to this Article:

1. The word "day" or "days" means generally scheduled teacher workdays during the regular school year. During the summer, it shall mean Monday through Friday excluding federally recognized holidays.
2. A "grievance" is a claim by a teacher or a group of teachers or the Association that the Board or an administrator has violated, misinterpreted or misapplied a specific and express term of this written Agreement.
3. If a teacher fails to file a written grievance or to appeal a grievance to the next step by the stated guidelines, then the grievance shall be considered waived.
4. If an administrator fails to hold a meeting or to respond to a grievance by the stated deadline, the teacher is entitled to appeal to the next step.
5. A teacher may be accompanied at any stage of the grievance procedure by a representative of his or her choice. When a teacher has a representative present, management shall have the right to have a representative present.
6. A teacher may present grievances and have them adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect and as long as an Association representative has the opportunity to be present at the adjustment. The Association representative may be present but shall not participate in the meeting at which the adjustment occurs unless requested by the teacher who filed the grievance.
7. Hearings and conferences under this procedure will be held after regular school hours or during non-working time of the personnel involved. Any investigation or processing of a grievance by the grievant or representatives shall be conducted so as to result in minimum interference or disruption of the instructional program and related work activities of the teaching staff.

C. PROCEDURE

The following procedure will be used in processing a grievance:

STEP ONE: A person with a grievance shall first discuss it with his principal or immediate supervisor within ten (10) days of the date of the incident giving rise to the grievance, with the objective of resolving the matter informally.

STEP TWO: If the grievant is not satisfied with the informal attempt to resolve the grievance, he or she must submit the grievance in writing on an appropriate grievance form to the building principal. All grievances, in order to be effective

for consideration by management, must contain in writing the name of the grievant, the specific condition or occurrence on which the grievance is based, the date or dates of the occurrence of the conduct or condition on which the grievance is based, the particular Article and Section of this Agreement which the grievant claims have been violated, the specific relief sought and the signature of the grievant. Appropriate grievance forms shall be made available in each principal's office (Exhibit H). The written grievance must be filed with the building principal within five (5) days from the informal conference in Step One. The building principal shall respond to the grievance in writing within five (5) days of its submission to him.

STEP THREE: If the teacher is not satisfied with the building principal's disposition of the grievance, the teacher may appeal to the Superintendent by filing a written appeal of the grievance within five (5) days of the teacher's receipt of the principal's response. The Superintendent shall hold a meeting with the teacher to discuss the grievance and its possible resolution within five (5) days of the submission of the appeal. The Superintendent shall make his written response to the appeal within five (5) days of the meeting. Any grievance which concerns a decision from the central office and which is not within the power of a building principal to change may be submitted directly to the Superintendent at Step Three as the initial step.

STEP FOUR: Arbitration.

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Three, he/she may, within five (5) days after the decision is rendered, request in writing to the Association that his/her grievance be submitted to arbitration.
2. The Association may within five (5) days after receipt of the request, submit the grievance to arbitration by so notifying the Board in writing.
3. The Board and the Association shall, within five (5) days after the written notice is received by the Board, select jointly an arbitrator. If the parties are unable to agree on an arbitrator within five (5) days, the Association within seven (7) calendar days will send a written request for a list of arbitrators to the American Arbitration Association, and an arbitrator shall be selected in accordance with AAA's voluntary rules.
4. The arbitrator's decision shall be binding on all parties and not reviewable in any court.
5. All costs and expenses for the services of the arbitrator shall be shared equally by the Board and the Association.

D. THE ARBITRATOR'S AUTHORITY

The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. The arbitrator shall follow the procedural rules established by the American Arbitration Association. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the administration, the Association and the grievant(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, or add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

ARTICLE VI - EMPLOYMENT PRACTICES

A. LIMITED AND CONTINUING CONTRACTS

Contracts for the employment of teachers shall be of two types: limited contracts and continuing contracts. A limited contract is a contract for one year or a specified number of years. Under a limited contract, a teacher has no vested right to reemployment after the expiration of the term provided for in the contract. The Board must grant limited contracts to teachers who hold only provisional or temporary teaching certificates/licenses.

A continuing contract remains in effect until the teacher resigns, elects to retire, or until the contract is terminated or suspended. All teachers currently employed under continuing contracts at the time that this Agreement is made effective shall continue to be employed under continuing contracts, until one of the aforementioned events occurs.

B. CONTRACT SEQUENCE

1. Upon initial hiring of a teacher, the contract of employment shall be for a term of one (1) year; thereafter limited contracts will be offered as follows:

- a. If upon the principal's evaluation of the teacher's performance after the first year of employment, the evaluation rating is a one (1) or a two (2), the second contract will be for two (2) years. If the evaluating rating is a three (3) or four (4), the second contract will be for one (1) year. If the evaluation rating is a five (5), the employment contract will not be renewed.
 - b. If, upon the principal's evaluation of the teacher's performance under the second and later contracts, the evaluation rating is a one (1) or a two (2), the subsequent contract will be for three (3) years. If the evaluation rating is a three (3) or a four (4), the third contract will be for one (1) year. If the evaluation rating is a five (5), the employment contract will not be renewed.
 - c. A teacher may opt for a shorter contract than that offered by the Board.
2. Teachers new to the system with previous teaching experience outside the District shall be placed on the proper step and educational level in accordance with their prior experience and training, with experience limited to a maximum of ten (10) years, and may be offered the initial contract of up to two (2) years duration at the discretion of the Superintendent. Subsequent contracts to such staff members shall follow the contract sequence noted above.
 3. For purposes of seniority and benefits, the individual contract year shall begin on the teacher's first workday in the school year and shall end on the day preceding the first teacher workday of the next school year; provided, however, that a teacher's valid resignation shall be effective according to its terms and that a suspension of contract shall be effective as provided in the Board's resolution.

C. NONRENEWAL

1. Nonrenewal of contract shall be done in accordance with the Ohio Revised Code except that the terms of this Agreement shall prevail to the extent inconsistent with statute.

D. RESIGNATION

A teacher who intends to resign his or her position will make every effort to notify the Superintendent as early as possible, but in any event must so notify the Superintendent by July 10 of the school year prior to the effective date of the resignation. No teacher shall resign his or her regular teaching employment during the school year, or later than July 10, effective for the following school year, without the consent of the Board. Violation of this provision is grounds for

the Board to file a complaint against the teacher with the State Board of Education.

E. TERMINATION OF CONTRACT

The Board may terminate the employment of a teacher for gross inefficiency, or immorality, for willful and persistent violations of rules or policies of the Board, or for other just cause. Before terminating any contract, the Board will comply with the notice and hearing provisions of O.R.C. §3319.16.

F. ASSIGNMENT/TRANSFER/VACANCIES

Unless otherwise notified, any member of the certified staff under contract from the previous year will have the same assignment in regards to building or buildings, grade level, or department in which services are to be rendered. Every effort will be made to notify each teacher of his/her assignment by the end of the school year or if conditions do not permit such notification, then every effort will be made to notify teachers by July 1. Persons involved in a change will be notified in writing. If such a change is after July 1, a reasonable attempt shall be made to hold a conference as soon as possible with the person or persons involved. For the purpose of this Section, notification by certified mail at the designated address shall be deemed a reasonable attempt.

The Superintendent shall post vacancies, including vacancies in supplemental positions, on the bulletin boards in each school and through school email accounts. To apply for vacancies, present staff shall have eight (8) working days after postings.

In selecting a candidate to fill a vacancy or make a transfer, consideration shall be given to: individual qualifications, instructional requirements, staff availability and experience, special criteria established by the administration to achieve staff balance or better staff utilization. These considerations being equal the vacancy shall be filled on the basis of seniority and experience within the school system.

G. EVALUATION PROCEDURE

Evaluation of teachers shall be conducted using EXHIBIT A except for non-qualifying teachers.

Evaluation of teachers under limited contracts shall be conducted pursuant to R.C. §3319.111 except that:

1. The established evaluation instrument (Exhibit U) shall become a part of this document and continue in effect.

2. The second evaluation may be conducted and completed between January 1 and April 1 so long as it is conducted at least 30 working days after the first evaluation.

This procedure supersedes and replaces any contrary provisions of state law.

The Association President and Superintendent shall each appoint two members to a committee in the fall of 1995 to review the evaluation instrument and make recommendations to revise that instrument (Exhibit U). If no agreement is reached on recommendations, the current instrument shall continue to be used.

H. PROFESSIONAL PERSONNEL RECORDS

1. The Board shall maintain only one (1) file on each employee. This file shall be the employee's personnel file and shall be maintained in a secure, accessible area in the office of the Superintendent. This shall not preclude the Treasurer's office from maintaining documentation of an employee's expense vouchers and leave records. Should a principal choose to maintain documents relative to a particular teacher, such documents shall be subject to this subsection, but no such document can be made a part of the official file on the teacher unless and until it is transferred to the Superintendent's office.
2. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein. A teacher may have an Association representative present when he/she inspects his/her personnel file, or may authorize in writing an Association representative to review his/her files. If any other third party seeks access to a teacher's personnel file, the Board agrees to notify the affected teacher the day of request and/or access by school email.
3. Teachers shall have the right to submit a written commentary to any material placed in the file and such written comment shall be attached to the item in the file.

I. CLASS SIZE

1. The ratio of teachers to pupils on a District-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.
2. The ratio of teachers to pupils in kindergarten through fourth grade on a District-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. Said ratio

shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.

3. A minimum of five full-time equivalent educational service personnel shall be employed on a District-wide basis for each one thousand pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Revised Code.
4. Educational service personnel shall be assigned to at least five of seven areas: counselor, librarian, school nurse, visiting teacher, and elementary art, music, and physical education. Educational service personnel assigned to elementary art, music, and physical education shall hold the special teaching certificate in the subject assigned.
5. The principal and guidance counselors will meet with laboratory teachers to review appropriate scheduling of students in light of the lab size.

ARTICLE VII - REDUCTION IN FORCE

- A. The Board may determine that a reduction in the number of teaching positions is necessary because of declining enrollment, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District or for financial reasons. Implementation of such reductions may be accomplished by nonrenewal of limited contracts of teachers under the Ohio Revised Code or by suspension of contracts under O.R.C. §3319.17. The Board shall not make a reduction in force effective during the end of a semester.
- B. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so, i.e., the number of persons affected by reduction of staff will be kept to a minimum by not employing replacements for teachers who retire, resign, or whose contracts are not renewed. The employment of replacements for some positions may be necessary, however, in the event that teachers in the system do not possess the necessary certification and qualifications for a position that needs to be filled.
- C. ORDER OF LAYOFFS
 1. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, rank teachers into two groups as follows:
 - a. Nontenured teachers.
 - b. Tenured teachers.

2. Preference shall be given to teachers on continuing contracts and to teachers who have greater seniority, that is, layoffs will proceed first with the nontenured teachers who have the least seniority. Tenured teachers with the greatest seniority will be the last to be laid off. Seniority will be calculated based upon the teacher's service with the Board, which shall be determined as follows:
 - a. Service will be computed from the first regular, paid, workday with the Delphos Board of Education.
 - b. Service shall be included in computing seniority regardless of illnesses, vacation or leaves of less than 120 days in a school year.
 - c. Service before and after breaks in service of 120 days or more due to leaves of absence shall be included in computing seniority.
 - d. Service at less than five and one-half (5-1/2) hours with students per day will be computed at half the normal rate.

If two or more teachers have the same length of service with the Board, then the order of suspension and recall will be determined by the Superintendent based on relative evaluation ratings, total teaching experience, and the resources available on the remaining staff.

3. The Superintendent shall, along with the notice of intention to suspend, provide an up-to-date revised seniority list to the Association and the staff affected by the intended suspension. Disputes over a staff member's seniority status shall be subject to the provisions of the grievance procedure.
4. When a vacancy has been determined to exist, no substitute staff members or any other person new to the system shall be hired as a full- or part-time staff member until all of the present staff members qualified to hold the opening have been given the first opportunity to accept said position. The Superintendent shall have the sole prerogative to determine whether a vacancy exists and whether to fill it, including the determination not to treat a regular teacher's leave as a vacancy if the leave is for less than one entire school year.
5. If the Board considers suspending a teacher's contract through reduction in force, it will authorize the Superintendent to notify the teacher in writing at the earliest practicable time but in no event less than 20 days prior to formal action by the Board, that suspension of his or her contract is being considered. Such initial notification will be in the following form: "This is to notify you that suspension of your contract of employment is under consideration due to reduction in staff." A teacher who is so notified and

who has the same length of continuous employment as one who is retained may request a statement of the reasons for the decision.

D. RECALL

In recalling suspended teachers to vacancies under O.R.C. §3319.17 the Superintendent shall send the teacher a written offer of employment by certified mail return receipt requested to the teacher's most recent address on school records. It is the teacher's obligation to keep his or her address and status of certification current on School District records. If the teacher does not accept the offer in writing within fifteen (15) calendar days following the posting of the letter, then his or her name shall be removed from the recall list and the job shall be offered, in the same manner, to the next most senior teacher on the list who holds the necessary certification. Failure to accept a recall offer will be treated as a resignation by the Board, notwithstanding, however, that refusal to accept an offer of a temporary position would not be treated as a resignation.

ARTICLE VIII - LEAVES OF ABSENCE

A. SICK LEAVE

1. All full-time bargaining unit members shall be entitled to fifteen (15) days' sick leave with pay for each year under contract and shall accrue sick leave in accordance with the provisions of 3319.141, at the rate of one and one-fourth (1-1/4) days for each calendar month under contract.

All part-time, seasonal, intermittent, per diem, or hourly certified employees shall be entitled to sick leave credit for the time actually worked at the same rate as that of a full-time employee.

Unused sick leave earned shall accumulate from year to year up to a maximum of 235 days.

Sick leave shall be used prior to the use of the Family Medical Leave Act and the Bargaining Unit member shall have the option of specifying either sick leave or FMLA leave.

2. Pursuant to 3319.141 and 3319.08, each new unit member and members who have exhausted their accumulated sick leave shall be advanced with up to fifteen (15) days of sick leave. If any of these fifteen (15) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year.

If a unit member ends Board employment using advanced sick leave and not earning same, he/she shall have the per diem amount deducted for said unearned sick leave from the last paycheck issued by the Board.

3. Sick leave accumulated in the District during any previous periods of employment with the Board or in any other School District, state, county or municipal government agency in the State of Ohio, shall be transferable to the record of a teacher, up to the maximum allowable accumulation in this District, upon presentation of proper verification by the employee.
4. Professional staff members absent when school is cancelled or otherwise not in session shall not be charged with sick leave.
5. Sick leave may be used for any absence of the employee due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to school children and for any absence due to illness, injury, or death in the employee's immediate family.
6. The immediate family includes any person who is a member of the immediate household, father, mother, sister, brother, husband, wife, child, grandparent, grandchild, uncle, aunt, in-laws bearing any of these relationships, legal guardian, domestic partner, foster or step-parent and foster or step-child bearing any of these relationships.
7. The unit member shall complete an Absence Report for Sick Leave on the Kiosk, within seven (7) workdays of date of return.
 - a. If a Bargaining Unit member is given duty restrictions by a physician, the Unit Member must supply a return to work document before resuming duties.
8. No sick leave shall be granted or credited to a teacher after the effective date of his/her retirement or termination of employment.
9. When a unit member becomes aware of a need to use sick leave, he/she shall notify his/her building principal or the principal's designee so that arrangements can be made for a qualified substitute.
10. A certificated employee who is unable to perform satisfactorily the duties of his/her position because of personal illness or disability shall upon written request be granted a leave of absence, upon verification by a qualified physician, without pay for the remainder of the year or for a full year. Such leave of absence will be renewed for an additional year upon written request by the teacher and with a physician statement that said leave is necessary.

The Board may require a teacher to submit to a physical or psychiatric examination at the Board's expense by a physician or other doctor to determine whether a physical or mental disability exists, which impairs the

teacher's ability to perform his or her job efficiently. The doctor shall be mutually agreed upon by the teacher and the Board; or the teacher may choose from a list provided by the Board. If the doctor certifies that the teacher cannot perform his or her job because of physical or mental disability or that, because of his or her physical or mental condition the teacher is dangerous to self or others, the Board may place the teacher on an unpaid leave of absence.

B. PARENTAL LEAVE

1. Parental Leave- Teachers may use accumulated sick leave and extended illness leave as set forth in this Section for pregnancy, miscarriage, or childbirth and recovery therefrom. The length of such leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the teacher and the teacher's doctor.
2. Maternity Leave- The District shall grant, upon request, an unpaid leave of absence to a pregnant teacher during the period of her pregnancy, childbirth, and recovery. The teacher may utilize the provisions of the Parental Leave Section of this Article when the provisions of that Section apply to her.
3. Child Care Leave - A leave of absence shall be granted to a teacher without pay for the purpose of raising his/her natural or adopted child. Such leave shall normally be for no more than twelve (12) months duration. The District and the teacher may agree to extend the period of the leave beyond twelve (12) months in order that the return date shall coincide with normal school breaks, i.e., the beginning of a semester. The District may grant an extension of the leave for up to an additional twelve (12) months.
4. Paternity Leave- Upon request, a teacher may use accumulated sick leave for the birth of his child and the immediate care and/or recovery therefrom.

C. PROFESSIONAL LEAVE

1. Professional Development

All teachers may join educational professional organizations. These include DEA, OEA, NWOEA, NEA and departmental organizations.

Teachers are encouraged to take two (2) days of professional leave per year for the purpose of enhancing educational skills, expanding knowledge in their teaching field and becoming more effective as

teachers. Additional professional leave may be granted at the discretion of the superintendent.

2. Request for Leave

Professional staff members on professional leave shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Request for professional leave shall be submitted on the Kiosk. Requests shall be initiated at the principal's office at least 10 working days prior to the requested leave. After consideration, the principal will forward the request to the Superintendent. The Superintendent may approve requests for one-day meetings. However, when the absence of the principal causes the untimely filing of a professional leave form, the form may be submitted directly to the Superintendent.

Exception to the 10-day advance notice may be allowed if the staff member can demonstrate they did not receive adequate advance notice.

Request forms must be filled out in detail and be complete. Incomplete forms will be promptly returned to the staff member requesting the leave and will not be considered until they are completed and returned.

3. Reimbursement Requests

Reimbursement will be paid on a first-come first-serve basis up to the amount allocated by the Board for the fiscal year for the actual, necessary, and reasonable expenses of:

- a. Use of privately owned automobile for up to 500 miles, excluding travel to and from district buildings of required travel related to teaching duties at the IRS rate that is in effect on July 1 for that entire school year.
 1. The Superintendent or designee may authorize additional mileage reimbursements for travel related to the Board's vocational program, supplemental activities, and for coaches transporting students to and from scheduled events.
 2. The superintendent or designee may authorize additional mileage reimbursements for travel related to traveling teachers and other district professional obligatory events or activities.

- b. Commercial carrier fare which is supported by receipts, if less expensive overall to the District than travel by car.
- c. Necessary and actual expenditures for meals and lodging as supported by receipts up to the limit annually adopted by the Board.
- d. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and any other approved expense necessary to the conduct of official School District business which is supported by receipts.
- e. Reimbursement forms must be submitted to the Superintendent within 30 days following the leave and must have a typed report attached giving an evaluation of the meeting or visitation.
- f. Should the leave be disapproved solely for cost reasons, the teacher requesting said leave may take the leave without loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any.
- g. All requests for professional leave will be made on the attached form Exhibit G. The Board shall notify the Association of reductions in the amount allocated. The Board shall notify the Association of reductions in the amount allocated.

D. PERSONAL LEAVE

A teacher shall be granted up to four (4) days of leave with pay, without deduction from other leave benefits, in order to take care of personal business which cannot be taken care of in off-duty hours, without having to state any reasons other than personal business for the taking of such leave, provided that four (4) days' prior notice is given to the principal or other immediate supervisor. Approval with less than four (4) days' notice may be granted in the Superintendent's discretion. Personal leave will not be allowed for seeking other employment or for working other employment. No more than ten percent (10%) of the teachers District-wide may take personal leave on the same day (rounded up to the nearest whole).

E. ASSAULT LEAVE

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the District relating to the incident or the persons involved, and

shall act in appropriate ways as liaison between the teacher, police and courts. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a teacher for an absence due to physical disability resulting from an assault in connection with their employment mentioned in this Article shall not be charged against the teacher. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment.

F. JURY DUTY LEAVE

Members of the bargaining unit upon notification to the Superintendent shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court. Upon submission of proof of jury service the teacher shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved. Such leave shall not be deducted from sick leave and shall be in accordance with O.R.C. §2313.34 and §3313.21.

G. SABBATICAL LEAVE

Teachers who have been employed in the District for a period of five (5) consecutive years immediately prior to the year of sabbatical leave will be eligible to apply for a sabbatical leave for either one-half year (a semester) or one full year (two consecutive semesters). Sabbatical leave may not exceed a period of one year. The Board may authorize sabbatical leave when it deems such leave of absence to be reasonable, for good cause, and of benefit to the District as well as to the individual.

Applications for sabbatical leaves for the first semester or for full year beginning with the first semester must be submitted to the employer prior to February 1 of the previous school year. Applicants for sabbatical leave for the second semester shall be submitted by October 1 of the school year.

Sabbatical leave will only be granted subject to the following restrictions:

The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the District at the end of the leave for a period of at least one year. The Board will not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor

grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

H. UNPAID SHORT-TERM LEAVE

Bargaining unit members may request a short-term unpaid leave of absence for up to five (5) consecutive workdays in a school year provided that the unit member has completed five years of service with the School District. Such days do not accumulate from year to year.

The short-term unpaid leave may be granted for unique personal circumstances not applicable to the conditions otherwise outlined in Article VI, Leave of Absence. The leave may be approved upon written application by the employee to the immediate supervisor with such application being filed at least 48 hours in advance of the requested leave. The written application shall state the reason for the leave being requested by describing the personal circumstances which are essentially beyond the control of the employee with an indication that the leave cannot be taken at a time when school is not in session. The immediate supervisor will forward the leave request with a recommendation of approval or denial to the Superintendent/designee of Schools. Final action on the leave request will be made by the Superintendent/designee of Schools. In no case shall short-term unpaid leave of absence be granted to more than 10 percent of the members of the bargaining unit in the building at one time.

I. RIGHTS WHILE ON LEAVE

Professional staff members on paid leave shall be credited with sick leave at the statutory rate; shall be recognized as full-time professional staff members and treated as such for all fringe benefit purposes and the Board shall continue to make all contributions on their behalf during the period of paid leave. A teacher shall not earn sick leave, personal leave or service credit on the salary schedule (increment) while on sabbatical leave or any approved unpaid leave.

J. RETURN FROM LEAVE

The taking of approved leave shall not deprive any teacher of any accrued seniority. Seniority shall not accrue for any absence of 120 days or more. A teacher returning from leave shall resume the sick leave and service credit which he or she had accumulated immediately before beginning the leave.

No teacher shall be placed at any advantage or disadvantage in returning to a teacher position as a result of his or her absence. Upon return to duty, the administration shall make every reasonable effort to ensure said professional staff member with the same class assignment, teaching assignment, building

assignment and supplemental duty assignment, if any, as held immediately prior to the paid leave. Article VII of this Agreement governing Reduction in Force applies in the event that the position no longer exists and Article VI.E. of this Agreement governing Assignment/Transfers/Vacancies applies in the event that the position is no longer available.

If the Board becomes obligated to pay STRS contributions for a teacher due to unpaid leave, the teacher must reimburse the Board for that cost.

K. PAYMENT FOR NON-USE OF PAID LEAVE

1. Any teacher who uses no sick leave in any nine (9) week period will be compensated at the rate of \$65 per nine weeks. The attendance bonus shall be paid on the first pay schedule following the end of the quarter.
2. Teachers will be compensated at a rate of \$91 per day for up to three (3) days of unused personal leave. The personal leave compensation shall be paid on the second pay in June.

L. FAMILY LEAVE

1. A teacher may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993.
2. A teacher desiring to use family leave shall notify the Superintendent in writing at least 30 days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the teacher learns of the need for the leave. The teacher's notice to the Superintendent that he or she will use family leave must specify that "Family Leave" will be the type of leave taken.
3. During the leave, for up to 12 weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in life, dental, and health insurance. The teacher must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the teacher desires to have the insurance coverage continued. If the teacher does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.
4. Instead of taking family leave, a teacher may opt to take other forms of unpaid leave under this Article if eligible for the particular type of leave. However, a teacher is not eligible to take unpaid leave under Article VIII (B)(3) (Child Care Leave) if, during the preceding twelve (12) months, the teacher has taken family leave.

ARTICLE IX - TEACHER WORKDAY

- A. The school day shall include thirty (30) minutes duty free lunch on each day the teacher works the full seven and one-half hour teacher workday.
- B. Each teacher who is scheduled for the full seven and one-half hour teacher workday daily shall have at least two hundred (200) minutes per week of instructional planning and evaluation and conferences. Teachers who are assigned to the same students at the same time shall have at least forty (40) minutes per week of planning time in common.
- C. The Board will make reasonable efforts to balance the schedules among teachers.
- D. The school day shall be seven and one-half hours and fall between 7:30 a.m. and 3:30 p.m. including at least a thirty-minute duty free lunch period. Teachers shall arrive on duty 15 minutes before the opening bell and remain in the building 15 minutes after the closing bell. Each teacher will assume his or her respective share of additional activities that are related to the instructional program. The Board may require teachers to attend in-service training, faculty meetings, open-house meetings and the like outside the normal on-duty hours.
- E. Only in case of any emergency shall a teacher be requested to cover another teacher's class. The Board will make every effort to make the request of those teachers who have more than one conference period on that day.

ARTICLE X - TEACHING CONDITIONS

A. JOB DESCRIPTION FOR ALL SUPPLEMENTAL ACTIVITIES

Evaluation for such supplemental activities shall be based only upon job performance as described in the job description and shall be reduced to writing. Any such written evaluation will be made at the conclusion of each session or year of the activity. The evaluation will be completed by the building administrator and/or athletic director, with the Superintendent ultimately recommending to the Board whether to reemploy the individual for the supplemental duty. Each of the parties participating in the evaluation will place their signatures on all copies of the final evaluation report.

Signing such documents acknowledges only that the teacher has examined said documents, and it is not to be construed as an endorsement of the contents of the documents. Any comment or rebuttal the teacher may wish to make shall be reduced to writing and will become a part of the report.

A copy of the evaluation will be forwarded to the Superintendent of Schools and made available to all members of the Delphos Board of Education.

Once established, job descriptions will not be changed during the term of any such supplemental contract except by mutual written agreement between the Board and the Association under the terms of the negotiations agreement. Teachers shall be notified of all pending changes prior to issuance of a teaching contract or salary notice of the ensuing year.

Payment for extracurricular activities performed under a supplemental contract will be made at the completion of the activity, during the duration of the activity, or over the course of the year, at the option of the employee. No payment will be made prior to work completed.

B. CONTRACT YEAR & CALENDAR

The Superintendent will appoint three (3) members and the Association will appoint three (3) members to a committee to develop a school calendar for presentation to the Board in January. If agreement is not reached on the calendar, the Association and the school administration shall make recommendation to the Board for final adoption to the calendar.

The number of regular duty days required for teachers shall be 182 days of which two days or equivalent will be used for professional development and two days or equivalent will be used for parent-teacher conferences. Days shall be scheduled for teacher-parent conferences on a District-wide basis. The administration in its discretion shall coordinate the disparity in schedules between the buildings' dismissal time. It is recognized that such coordination may mean that teachers in one or more buildings may have to remain in or return to the school to participate in such meetings.

Employees will be expected to arrive 15 minutes before classes begin on days when school is delayed. However, it is understood that good judgment and discretion must be exercised by individual staff members to ensure a later safe arrival as conditions dictate. Members of the teaching faculty will not be expected to report for duty on days when Delphos City Schools are closed due to inclement weather. Scheduled teacher absences shall not count against the teacher when school is closed.

C. PERSONAL FREEDOM

The personal life of a teacher is not an appropriate concern nor attention of the employer. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non-school related personal activities, which have no impact upon the teacher's effectiveness as a teacher.

D. HEARINGS

A teacher shall at all times be entitled to have present a representative of the Association whenever requested to meet with the administration for the investigation or imposition of formal discipline for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. LESSON PLANS

Teachers will leave plans for the purpose of aiding substitute teachers, and will not be used to evaluate teachers in any way.

F. COMPLAINTS AGAINST TEACHERS

No written reprimand will be placed in a teacher's personnel file unless the teacher first has received an opportunity for a conference with the Superintendent or his designee, at which the teacher may have his or her representative from the Association attend. At that conference the teacher or his or her representative will have the opportunity to challenge or rebut the allegations or otherwise explain the teacher's position. If a written complaint about a teacher from a parent, student, or member of the community is placed in the teacher's personnel file, the teacher will have the right to attach a written statement concerning the complaint. Complainants will schedule conferences with teachers through the building principal and the conference will not be scheduled during instructional time.

- G. Teachers shall have one (1) day from notice of midterm end before midterm grades shall be submitted. Teachers shall have two (2) full days from notice of quarter end before quarter grades shall be submitted. The midterm and quarter end dates will follow the dates determined upon by the Calendar Committee and the calendar adopted by The Board of Education.

ARTICLE XI - SALARIES & FRINGE BENEFITS

A. INSURANCE

1. Health Insurance

- a. A High Deductible Health Care Plan (HDHP) and a Medium Deductible Health Care Plan (MDHP) will be offered to all employees. See EXHIBIT U
- b. Beginning January 1, 2012 each bargaining unit member will pay fifteen percent (15%) of the cost/month of a single or family plan for enrollment in the HDHP or the MDHP.

- c. All employees enrolled in the HDHP offered by the Board shall receive payment of \$1,000/year for a single plan & \$2,000/year for a family plan to a financial institution of the employee's choosing for enrollment in a Health Saving Account (HSA). This payment shall be made in each year of this contracted agreement on the first payroll of January.
 - d. The schedule in place for the calendar year 2011 for reimbursement by the district of up to \$4,000 of personal medical costs for employees on the HDHP will remain in effect until January 1, 2012.
- 2. Vision Care - The Board shall continue to provide and pay the full cost of vision care insurance equal to or better than the plan in effect in the previous (2008 – 2011) negotiated agreement. See EXHIBIT V
 - 3. Part-Time Employees - For any of these health care insurances, the Board shall contribute for part-time employees pro rata to the Board's contribution for full-time employees.
 - 6. Dental Insurance - The Board shall provide and each bargaining unit member will pay fifteen percent (15%) of the cost of family dental insurance protection offered through the Allen County Health Consortium (or equal or better plan if the Allen County Health Consortium ceases to offer dental insurance) for each certificated employee now or hereafter employed who is a member of the bargaining unit. For less than full-time employees, the Board will contribute to the cost of dental insurance pro rata to the employee's contracted time. See EXHIBIT W
 - 7. Life Insurance - The Board shall purchase from any carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit now or hereafter employed in the amount of \$30,000. For less than full-time employees, the Board will purchase life insurance in an amount pro rata to the employee's contracted time (rounded to the nearest \$1,000).

B. COMPENSATION

- 1. Teachers shall be paid in accordance with their training and experience as set forth on the salary schedule attached hereto as Exhibit O with a base salary of \$33,782 effective the first year of this Agreement, Exhibit P with a base salary of \$34,035 effective the second year of this Agreement, and Exhibit Q with a base salary of \$34,290 effective the third year of this Agreement.
 - a. In no situation shall any employee's salary be less than the previous year

2. The salary for index multipliers for supplementals shall be the base salary in effect each year for the duration of this agreement. Exhibits R, S, and T.
3. All hourly or extended service employees shall receive an increase in their compensation in direct proportion to the percentage increase in the teacher's salary schedule except to the extent shown otherwise on Exhibits R, S, and T.

C. PAY PERIODS

1. The contract year shall be divided into twenty-six (26) pay periods. Paydays shall fall on alternate Fridays throughout the school year.

Deductions for absences in excess of one pay period of ten (10) working days which are not covered by sick leave, professional leave, personal leave, or other such leave policy shall be made equally over the remaining pay periods of that year.

Retirement deductions will be made equally over the twenty-six (26) pay periods.

2. Paycheck/Pay Form Distribution

- a. Teachers shall receive electronic payroll deposit. Monies may be directed to a maximum of four (4) different repositories and/or accounts. Teachers may have pay stub paperwork sent to up to two (2) different email address locations or pick it up in the central office.
- b. If the scheduled payday is a legal holiday, electronic payroll deposits will be made on the last legal banking day prior to the holiday.

D. SEVERANCE PAY

Severance pay will be paid to teachers with ten or more years experience upon termination of active employment by reason of retirement or death. Severance pay shall be in the amount equal to the teacher's per diem rate at the time employment is terminated (including any supplemental pay earned during that last school year calculated as a per diem spread over the entire school year) times one-fourth (1/4) of the teacher's accumulated unused sick leave, up to fifty (50) days by the employee at termination. Payment shall be made in one lump sum separate from regular salary payments due the employee. This payment will be made in the second pay in July for teachers retiring from January 1 to July 1, and in the second pay in January for teachers retiring from July 2 to December 31.

E. RETIREMENT INCENTIVE

1. Statement of Plan

The following retirement incentive policy is intended to provide an incentive for early retirement. Participation in this plan is voluntary. Teachers who achieve age fifty-five (55) and twenty-five (25) years of teaching experience, age sixty (60) and ten (10) years of experience and any age and thirty (30) years of teaching experience may retire under this plan. Teachers who have over 30.99 years of experience are exempt from this incentive.

This plan does not apply to:

- a. Those applying for and/or receiving disability retirement.
- b. Those terminated by the Board for cause or where contracts are otherwise discontinued or suspended involuntarily.

2. Eligibility for Benefits

- a. The certificated employee:
 - (1) Must have ten (10) or more years of service with the Delphos City Schools in order to be eligible under this Plan;
 - (2) Must meet all eligibility requirements for retirement under the State Teachers Retirement System or will meet the eligibility requirements by June 30 in the year of retirement;
 - (3) Must retire by the close of the school year, as eligible.

3. Procedure for Acquiring Benefits

- a. In order to obtain this special retirement incentive benefit, a teacher who will be eligible to retire during the year, or at the close of the school year, must submit a letter of resignation and intent to retire at least sixty (60) calendar days before the retirement takes effect but in no event later than the first teacher workday in January of the particular school year.
- b. After receipt of the letter from the certified employee exercising this retirement option, the Board will verify that the applicant meets all of the requirements of the Plan, will approve the retirement if the applicant is eligible, and will issue a notice of approval within sixty (60) days of application. Neither the Board nor the certified employee may withdraw from this action after Board approval of the retirement.

4. Benefits

- a. In addition to the severance pay currently provided under Article XI (D), all teachers meeting the requirements of and who retire in accordance with this Article, shall receive an additional amount equal to the amount of severance pay under Article XI (D).
 - b. Payments shall be made in a lump sum combined with the regular severance payment under Article XI (D) and paid in three installments, one of 25% on July 15 of the year of retirement, the second of 25% on January 15 of the year of retirement, and the third of 50% on the following July 15.
5. Payment pursuant to this Article shall be made only once and shall eliminate all accrued and unused sick leave to the teacher's credit at the time of retirement.
6. The benefits provided above are exclusive and may not be included in salary computations for the purpose of determining STRS benefits.

F. BOARD PICK-UP

1. In accordance with the provisions of Internal Revenue Code Section 414(h)(2) and Internal Revenue Service Rulings 77-462, 81-35, and 81-36 (the "Pick-up Law"), the Board shall continue to implement pick-up of each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS). No employee shall have the option of receiving a cash payment in lieu of the pick-up by the Board.
2. Amounts "picked-up" by the Board:
 - a. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 - b. shall be included in computing final average salary to the extent that they are salary reduction pick-ups, but shall not be included in computing final average salary to the extent they are fringe benefit pick-ups;
 - c. shall not affect the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence and calculating severance pay; and shall not affect the computation of or provision of any other fringe benefits otherwise provided by the Board; and

- d. shall be reported by the Board to federal, state, municipal or other taxing authorities, as shall be required by law, it being the understanding that picked-up amounts are not includible in the federal gross income of the teacher.
4. Each teacher will be responsible for compliance with Internal Revenue Code salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

G. INDIVIDUALIZED EDUCATIONAL PROGRAMS (IEP)/CURRICULUM DEVELOPMENT

Participation in programs involving conceiving, developing, competency based education, and drafting individualized educational programs other than for special education shall be voluntary.

H. TUITION-FREE ENROLLMENT

1. A child who resides with a teacher who is his custodial parent and is employed in the bargaining unit but whose residence is outside of Delphos City School District shall be admitted to the District's schools tuition-free, subject to the limitations and conditions of this Article.
2. A teacher who is under contract for the upcoming school year must give written notice to the Superintendent by July 10 of each year as to the teacher's desire to have his or her children attend the District's schools. In such written notice, the teacher must supply the names and grade levels of the children who will be attending the District's schools and take all actions needed to supply all information required by law for children being admitted to a school district, including the transfer of records from the District previously attended.
3. If a teacher moves out of the School District during the school year or is issued a contract after July 10, the teacher shall promptly provide written notice to the Superintendent of the request for admission of his or her children, along with the other information normally required for admission.
4. If the Superintendent determines that the cost of educating a particular child admitted under this Article exceeds the general per pupil cost of the District he shall determine the amount of such excess cost and may require the parent to pay such cost as a condition of the admission or continued admission of the pupil to the District's schools. A teacher shall not be responsible for such excess cost unless the Superintendent has given the teacher 30 days' written notice of the amount and the teacher has kept the child enrolled beyond those thirty (30) days in Delphos Schools. The Superintendent's determination may not be challenged or grieved except on the basis that his determination has been arbitrary or capricious.

5. The admission of a pupil under this Article shall not require the District to begin or implement any new program, create a class or type of instruction, or add staffing.
6. The Superintendent in his sole discretion may assign or reassign any pupil admitted under this Article.

I. TUITION REIMBURSEMENT

1. To be eligible for participation in the tuition reimbursement program, a bargaining unit member must:
 - a. Be under full-time contract at the Delphos City School District prior to applying for reimbursement for courses under this program.
 - b. Be working under a full-time certified regular limited or continuing contract with the Delphos City School District both when the course is taken and when reimbursement is requested.
 - c. Hold a provisional certificate/license or higher in the field in which the bargaining unit member is serving.
 - d. Take courses in the bargaining unit member's actual teaching field of service or in other areas approved in advance by the Superintendent.
 - e. Take courses from an institution or online institution approved for teacher education, unless otherwise approved by the Superintendent.
 - f. Complete the course with a grade C or better. Pass/Fail credit will not be applicable, if the course may be taken for a letter grade. The bargaining unit member shall provide certification of the unavailability to enroll in a specific college course for a letter grade.
 - g. Remain a full-time employee of the Board for a full year following the completion of a course or refund the Board the tuition allowance received. (This refund can take place either by withholding from the bargaining unit member's last check or by the bargaining unit member paying the Treasurer directly.)
2. Application shall be made and approval shall be obtained in the following manner:
 - a. Applications shall be submitted to the Superintendent's office by the first day of class for each session.

- b. Application shall be approved or disapproved by the Superintendent. Priority shall be given to bargaining unit members enrolled in courses needed to upgrade their skills to meet school goals, to bargaining unit members enrolled in classes for recertification, and to bargaining unit members enrolled in courses needed for certification to teach a subject to serve in a capacity requested by the administration.
 - d. Reimbursement may not be sought for courses for which other reimbursement has or will be received, such as professional leave, a grant or fellowship.
3. Reimbursement will be made in accordance with the following manner:
- a. The Board shall allocate a maximum of \$10,000 for each July 1 to June 30 allocation period.
 - b. Within the limitations of (B) above, the bargaining unit member shall be reimbursed at the rate of fifty percent (50%) of the tuition cost, not to exceed \$120.00 per approved semester hour or \$90.00 per approved quarter hour.
 - c. Reimbursement shall not exceed the actual cost of tuition.
 - d. Payment shall be made upon submission of an official grade card verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment. By June 30 of each year, a teacher who has earned additional college credit must file an official transcript with the Superintendent in order to be eligible for reimbursement during the next year (July 1 - June 30).

ARTICLE XII - SEVERABILITY

In the event there is a conflict between a provision of this Agreement and any applicable federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, the applicable federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this

Agreement is invalidated by court ruling or subsequent change in the law, the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within thirty (30) days or any mutually extended time.

ARTICLE XIII - OCCUPATIONAL SAFETY AND HEALTH

- A. Before exercising his or her right under R.C. §4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. §4167.06, the employee must exhaust the process set forth in paragraph C(1-3) below.
- B. An employee who wishes to assert a claim of discrimination as defined in R.C. §4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.
- C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:
 - 1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor or principal, within five (5) workdays of the occurrence of the alleged violation.
 - 2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two workdays after his conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought.
 - 3. The Superintendent or his designee shall meet with the employee or Association representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Superintendent shall provide his written response to the alleged violation.

ARTICLE XIV - OTHER PROVISIONS

A. ENTIRE AGREEMENT

The specific provisions of this Agreement shall be the sole source of the rights of the Association and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior Agreement, amendments, modifications, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, and working conditions of the teachers covered by this Agreement.

B. WAIVER OF NEGOTIATIONS

It is agreed that during the negotiations leading to the execution of this Agreement, both parties have had full opportunity to make demands and proposals with respect to any subject not removed by law from collective bargaining and that the parties expressly waive the right to raise, create or cause any issues that may be considered mandatory subjects of bargaining during the term of this Agreement, irrespective of whether the item was or was not discussed or contemplated during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Association or any member of the bargaining unit may charge the Board has violated in filing a grievance or a charge with the State Employment Relations Board.

C. NO STRIKES

The Association and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, including concerted action in failing to report for duty, willful absence from one's position, slowdown, stay-in, abstinence in whole or part from the full, faithful and proper performance of their duties of employment or other curtailment or restriction of the educational process or the Board's operations, and including the honoring of any picket line or strike activity by other employees or by non-employees of the Board during the life of this Agreement. Any employees engaging in such activities during the life of this Agreement shall be subject to disciplinary action by the Board in accordance with Ohio Revised Code 4117.

Nothing herein shall be construed so as to prevent a member of the bargaining unit from declining, failing, or refusing to cross a picket line established by persons who are not members of the Association where the bargaining unit member has grounds to believe that the crossing of picket lines may be hazardous to the member's health, safety, welfare or personal property.

D. CLASS ADVISORS

If no teacher applies for one or more of the high school class advisors positions after posting, the Superintendent may require a teacher(s) to fill the vacant class advisor position(s). Such positions shall be compensated as provided in the Supplemental Salary Schedule.

E. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Scope of the Committee - The scope of the LPDC shall be district wide.
2. There shall be five (5) total members on the committee, and there shall be a majority of teacher members on the LPDC.
 - a. The Association shall appoint all teacher members to the LPDC or any replacements to the committee, if vacancies occur and shall determine the length of the service of those representatives. Whenever possible, the appointees shall consist of one elementary teacher, one middle school/junior high school teacher and one high school teacher.
 - b. Two representatives appointed by the Superintendent.
 - c. Term of Office - The term of office for the teacher members serving on the committee shall be three (3) years, except as otherwise provided in this paragraph. Initially, the terms shall be staggered as one teacher member shall be appointed for a two-year term, another teacher member shall be appointed for a three-year term, and the third teacher shall be appointed for a four-year term. The Association shall determine the rotation of the length of terms for each of the three levels for the first election cycle. Each term thereafter shall be for three (3) years. The appointees of the Superintendent shall serve initially for terms of two and three years, respectively, and then for two-year terms if reappointed.
3. Frequency of Meetings - The LPDC shall determine the frequency, length, and time of meetings, provided however that such meetings may not be held in such a way to impede the teacher's preparation time, and if such meetings are held during the teacher work day, the committee must have advance approval of the Superintendent or designee. A calendar of the yearly meetings shall be established at the first LPDC meeting each year by September 30. Said calendar shall be given to each educator in the district along with the names of the members of the LPDC.
4. Decision-Making - For LPDC meeting purposes, a quorum shall be four members. Decisions shall be made by majority vote of the full committee membership.

5. Compensation - LPDC members will be compensated for their work on the committee in the form of either paid release time or in an additional meeting stipend of \$22.00 per hour for any committee activity beyond the regular workday or school year, not to exceed 30 hours per year unless approved by Superintendent. Committee members shall be approved and reimbursed (at Board approved rates for mileage) for all additional expenses incurred in pursuit of their LPDC duties. Committee member must be present to be paid. Service on an LPDC may be approved as one of the equivalent activities for license renewal, by a majority of the committee not to exceed 35% of the committee member's renewal requirement.
6. Training - The Board of Education shall provide and pay for training for LPDC members to obtain the knowledge and skills required for the committee's work.
7. Contract Compatibility - The decisions of the LPDC may not contravene the language of this Contract.

F. Grants and Waivers

In the event the District, individual schools, or individual departments obtain grants or waivers that affect working conditions or items in the negotiated agreement, the Association shall be informed of such grants or waivers. If the Delphos Education Association support or signature is required for a grant or waiver submission, the Association will be given a minimum of three (3) days' notice and a draft of the submission before the document is submitted. The Superintendent will, upon request, meet with the Association to discuss the effect such grants or waivers have upon working conditions or items in the negotiated agreement. If applicable, the parties shall bargain the changes in the terms and conditions of employment or the effects of such grant or waiver.

ARTICLE XV – MENTOR PROGRAM

- A. Each first-year teacher shall be assigned a mentor. The mentor shall assist the new bargaining unit member in general teaching procedures, techniques, classroom planning and organization, school functions and regulations and other areas of professional growth and development. The Local Professional Development Committee shall submit nominations of three qualified staff members to the Superintendent, after obtaining the candidates' permission. The Superintendent may elect to nominate one of the candidates to the Board of Education for assignment, or ask the LPDC for additional nominations.
- B. No mentor shall be assigned more than one (1) new bargaining unit member per year. The mentor shall not be involved in any way in the formal evaluation of the new bargaining unit member.

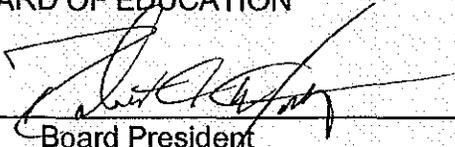
- C. In order to be assigned, mentors must possess the following qualifications:
1. At least five (5) years of successful teaching experience.
 2. A variety of teaching experience is considered helpful.
 3. An ability and willingness to help improve another teacher.
- D. Mentors shall attend one or two training seminars held outside the regular workday. The Local Professional Development Committee will draft a list of tasks that mentors are to perform.
- E. Mentor teachers shall certify that they have spent a minimum of fifteen (15) hours during the school year in mentor training and working with their assigned new bargaining unit member. The new bargaining unit member may make written application to the Superintendent for up to fifteen (15) hours additional mentor service. The mentor teacher, the new bargaining unit member, and the Superintendent will meet to discuss a plan of action for additional hours requested. Mentor teachers shall be paid for the documented work hours at the hourly rate of \$22.00. The payment shall be in a one-time lump sum at the end of the school year.

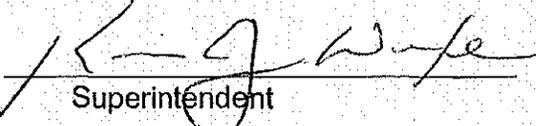
ARTICLE XVI - TERM OF AGREEMENT

This Agreement shall become effective the later of 12:01 a.m. July 1, 2014, or the day after ratification by the Association and approval by the Board of Education, and shall remain in full force and effect until midnight June 30, 2017.

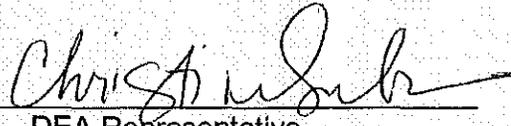
Signed by authorized representatives of the parties this 2nd day of OCTOBER 2014.

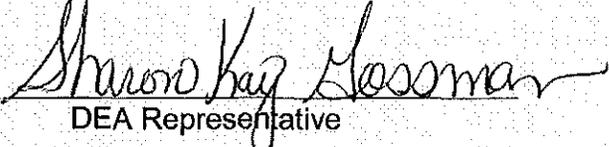
DELPHOS CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: 
Board President


Superintendent

DELPHOS EDUCATION ASSOCIATION

By: 
DEA Representative


DEA Representative

DEA Representative

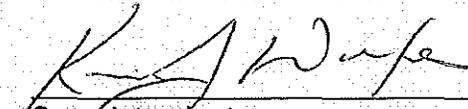
R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Delphos City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Collective Bargaining Agreement between the Board and the Delphos Education Association, effective from July 1, 2014 through June 30, 2017.

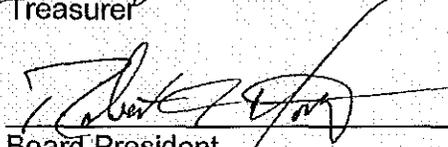
The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.



Treasurer



Superintendent



Board President

OCTOBER 6, 2014

OHIO TEACHER EVALUATION SYSTEM

Definitions

- A. Evaluator: A credentialed person who is full-time employed by the district as the teacher's building principal.
- B. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).
- C. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code. Evaluation Instrument: The forms used by the teacher's evaluator located in EXHIBITS B- H to this agreement.
- D. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- E. Evidence: Information provided to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, communication logs, and student work samples.
- F. Student Learning Objective (SLO): A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course. Teacher of Record: A teacher who
 - 1. Is responsible for assigning the grade to the student, and
 - 2. Is required to have the proper certification and/or licensure to teach the particular subject/grade level for which he/she has been designated "teacher(s) of record", and

3. Is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.

PURPOSES

- A. The purposes of teacher evaluation are:
 1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
 2. To inform instruction.
 3. To assist teachers and administrators in identifying and developing best educational best practices in order to provide the greatest opportunity for student learning and growth.

APPLICATION

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:
 1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
 2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
 3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.
 4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

II. STANDING JOINT COMMITTEES FOR TEACHER EVALUATION

AUTHORITY

The association and the board agree to establish a standing joint evaluation committee for the purpose of establishing the policy, procedures, and processes, including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said factors for the evaluation of teachers in the district.

EVALUATION COMMITTEE

A. Committee Composition

1. The committee shall be comprised of 3 association members appointed by the association president and 2 members appointed by the board or its designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

STUDENT GROWTH MEASURES (SGMs) COMMITTEE or STUDENT Learning Objectives (SLOs) COMMITTEE

The association and the board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development on SGMs for the employees of Delphos City Schools.

A. Committee Composition

1. The committee shall be comprised of 6 association members (not more than 2 per school building) appointed by the association president, an administrator from each school building appointed by the superintendent, and the superintendent or his/her designee. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.

III. EVALUATORS

QUALIFICATIONS AND ROLE

- A. An evaluator must be a full-time, credentialed contracted employee of the Delphos City School. The evaluator must be a building principal and may only evaluate teachers under his/her direct supervision.
- B. Evaluators must be credentialed at the time of any evaluation, and they must renew the evaluator credential as required by law.
- C. The evaluator assigned to a teacher at the beginning of a school year shall be the only evaluator for that teacher for all aspects of the evaluation procedure, unless:
 1. An unforeseen emergency arises and a new evaluator must be chosen, with the consent of the teacher;
 2. The teacher requests a new evaluator based on documentation which shows the evaluator has discriminated and/or made false claims against the teacher.
 3. D-3 below.
- D. The person who is responsible for assessing a teacher's performance shall be:
 1. The teacher's immediate supervisor for those teachers with an expected level or a below expected level of student growth on the student growth measure dimension of the evaluation procedure.

2. Teachers with above expected levels of student growth shall choose their credentialed evaluator for each evaluation cycle.
3. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor with teacher input.
4. Auxiliary service teachers shall be evaluated by their building principal.

IV. COMMITMENT TO ORIENTATION AND PROFESSIONAL DEVELOPMENT

ORIENTATION OF TEACHERS

- A. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher with multiple building assignments shall be notified in writing of the name and position of his or her evaluator.
- B. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within ten (10) days of the first day in a new assignment.
- C. The board shall provide training on the teacher evaluation procedure for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.

V. EVALUATION STRUCTURE AND PROCEDURES

SCHEDULE OF EVALUATION

- A. No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations and two (2) walkthroughs.
- B. The evaluations shall not begin until after two (2) full weeks of class at the start of each year. For semester classes, evaluations shall not begin until after two (2) full weeks at the start of each semester.
- C. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth (10) day of May.

CRITERIA FOR PERFORMANCE ASSESSMENT

- A. A teacher's performance shall be assessed based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument, EXHIBIT D, to this agreement.

- B. Teacher performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.
- C. A teacher may provide evidence to the credentialed evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, communication logs, summative assessments, and student work samples at the post-observation conference.
- D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- E. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator. The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.
- F. No teacher shall be required to complete a Self-Assessment Form (e.g. OTES Self-Assessment Form). This tool may be used by teachers as a resource

OBSERVATIONS

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by the end of the first semester. The second formal observation shall be completed by April 20.
2. Teachers shall not receive a formal observation without prior approval by teacher two (2) days before or two (2) days after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

B. Observation Conference

1. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within two (2) working days. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form EXHIBIT C.
2. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within two (2) working days following the formal observation. At the

post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of reinforcement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during this post-observation conference.

3. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.
4. A teacher may request a formal observation at any time in addition to those required by this procedure.
5. Formal observations shall not disrupt and/or interrupt the classroom learning environment.
6. All formal observations shall be announced a minimum of five (5) days prior.

WALKTHROUGHS

- A. A walkthrough is a formative assessment process that focuses on one (1) or no more than two (2) of the following components resulting in a brief written note(s) or summary:
 1. Evidence of planning;
 2. Lesson delivery;
 3. Differentiation;
 4. Resources;
 5. Classroom environment;
 6. Student engagement;
 7. Assessment; or
 8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.
- B. The teacher shall receive electronic or written notification a minimum of **two (2)** work days prior to each walkthrough that identifies the focus of the walkthrough. If the teacher is on board-approved leave during the time the evaluator sends the notification, the walkthrough shall be rescheduled.
- C. The walkthrough shall consist of at least **5** consecutive minutes, but not more than **15** consecutive minutes in duration.
- D. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than two (2) work days following the walkthrough. The Walkthrough form is EXHIBIT B.

- E. At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations relative to the identified focus.
- F. No more than two (2) walkthroughs shall be conducted in each evaluation cycle. A teacher may request additional walkthroughs at any time in addition to those required by this procedure.
- G. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

PERFORMANCE-DRIVEN REMEDIATION PLANS OF DEFICIENCIES IDENTIFIED DURING OBSERVATIONS AND WALKTHROUGHS

- A. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved Standards for Ohio Educators and rubrics shall be addressed during the post-observation conference and/or the formal debriefing following a walkthrough. All performance deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
- B. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher for the purpose of remediation of identified performance deficiencies that are evidence-based, objective, measurable, and attainable.
- C. If a performance-driven remediation plan is developed after March 1, the teacher shall be permitted to continue remediation into the next school year.

STUDENT GROWTH MEASURES (SGM)

- A. When utilizing Student Learning Objectives (SLOs) to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than October 15.
- B. The SGM committee shall review and approve all submitted SLOs by October 30
- C. Any SLO that is rejected by the SGM committee shall be returned to the teacher/group with specific designation of deficiencies by October 30 with an additional ten (10) days for the resubmittal of the corrected SLO.
- D. Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SGM Committee review the results for the sole purpose of verifying accuracy.
- E. Teachers shall submit all SGM results to his/her evaluator by April 30.
- F. Teacher of Record

1. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the district verifying the teacher's data and SGM rating in order to ensure accuracy in reporting.
2. For Category A2 teachers, the teacher shall have the opportunity to review the percentage of value-added measures, vendor assessments and/or SLOs the teacher teaches proportionate to his/her individual schedule.
3. B and C teachers shall receive written notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported, as may be statutorily required.
4. If requested, the teacher will be provided documents which show the above information.

G. District Student Growth Measure Index

1. If there is a change in state law over the total and/or individual category percentage amounts, the association and the administration shall meet within 30 days after the effective date of the legislation to bargain these changes.
2. The consideration of the student growth portion of the teacher evaluation must consist of a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level for employment decisions.

H. Data from Race to the Top pilots shall not be included in the three consecutive years of SGM data for employment decisions.

I. Factors in determining SGMs for purposes of retention, promotion, layoff, and recall decisions must include, but are not limited to:

1. Student attendance- A teacher may elect to exclude the SGMs attributed to any student evidencing more than forty-five (45) days of excused and/or unexcused absences from the classroom. It will be the responsibility of the local district to ensure attendance is correctly recorded as it relates to SGM calculations.
2. Changes in specific federal/state mandates - A teacher who has voluntarily transferred or who is involuntarily transferred for any purpose to meet the mandated Third Grade Reading Guarantee or another State or ESEA mandate, shall have accumulated a minimum of three consecutive years of SGM data before any job action may be taken on the basis of the SGM data.
3. Teacher on approved leave – A teacher who has been approved for sick leave and/or the Federal Medical Leave Act for not less than 20 consecutive days and/or 90 accumulated days in a single school year shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness.

4. Teachers with student teachers – A teacher who has a student teacher assignment for not less than four (4) weeks shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness. Before assigning a student teacher, the administration will ask for volunteers
5. Teacher who has been transferred – A teacher, who is transferred to a different position (e.g. subject, grade level), shall have an SGM score consisting of a minimum of three consecutive years of SGM data before any job action may be taken.
6. Co-teaching arrangement (e.g. Inclusion) – Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the actual instructional time each has spent with the student(s).

PROFESSIONAL DEVELOPMENT AND SGM-DRIVEN IMPROVEMENT PLANS

A. Professional growth and SGM-driven improvement plans shall be developed as follows:

1. Teachers whose students evidence are above expected levels of student growth shall develop a plan for continuing professional growth.
2. Teachers whose students evidence are expected levels of student growth shall develop a professional growth plan collaboratively with the credentialed evaluators.
3. Teachers whose students' evidence is below expected levels of student growth shall develop an SGM-driven improvement plan with their credentialed evaluators.
4. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed teacher of the district to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

B. Professional growth and SGM-driven improvement plans for a school year shall be developed not later than May 10.

C. Based on student growth levels, a teacher shall only be placed on a professional growth plan or an SGM-driven improvement plan.

D. The board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement; and to provide support to poorly performing teachers as set forth in this agreement.

E. An SGM-driven improvement plan is a clearly articulated assistance program for a teacher whose student growth measure rating falls below the expected level of student growth.

F. A teacher coming from another school district or state shall not be placed on an SGM-driven improvement plan in their first year.

G. A new teacher in their first year shall not be placed on an SGM-driven improvement plan.

H. The SGM-driven improvement plan shall include:

1. Specific student growth expectations, resources, and assistance to be provided;
2. Timelines for the completion of the plan; and
3. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan.

DUE PROCESS

- A. Teachers who disagree with the level of student growth, the rating of performance and/or the summative evaluation rating shall be allowed to request a different credentialed evaluator; and such request shall be honored by the district.
- B. Teacher of Record
 1. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record and the attendance of students, as it relates to the SGM rating, prior to the district verifying the teacher's data and SGM rating in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, s/he shall notify the superintendent or his/her designee.
 2. Category A2 teachers shall have the opportunity to review the percentage of value-added measures, vendor assessments and/or SLOs the teacher teaches proportionate to his/her individual schedule.
 3. Category B or C teachers shall receive notice of the SGM results for vendor assessments, the numerical ratings for the SLO and how the results were calculated in writing prior to them being reported, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the superintendent or his/her designee within ten (10) calendar days of the date of the notice.
 4. If inaccurate SGM data has been reported the administration shall remedy the error by reporting the correct information. If the administration is unable to report the correct information the teacher shall not have the SGM data count towards their final summative rating and the SGM data shall not be used against them in any type of job action.
- C. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.
- D. Failure by the district to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

- E. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

Finalization of Evaluation

- A. **Written Report** - Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
- B. **Response to Evaluation**- The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.
- C. **Electronic Teacher and principal Evaluation System (eTPES)**- The superintendent shall choose Option 3 for submitting teacher evaluation data to the ODE and/or third parties. Rebuttal for eTPES data shall be kept in the teacher's personnel file and not placed into eTPES."

VI. PERSONNEL ACTION

REQUIREMENTS

- A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three evaluation cycles have been completed and include three consecutive years of SGM data.
- B. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by the first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be considered completed until all teachers have been provided with a written report of the results of the evaluation.
- C. Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement. Data from Race to the Top pilots shall not be included in the three consecutive years of SGM data for employment decisions.
- D. The evaluation procedure and subsequent results shall not be used for any decision concerning the assignment, re-assignment, or transfer of any teacher.

Exhibit B

WalkThrough Observation Feedback Form		
Teacher:	Class:	Date:
Observer:		
<input type="checkbox"/> Learning outcomes are clear. ___ posted ___ verbal ___ handout ___ other		
<input type="checkbox"/> Students are engaged in lesson.		
Teacher action: ___ lecturing ___ sharing ___ assessing ___ facilitating ___ observing ___ other		

Please use the space below to provide feedback. Use the OTES rubric as a guideline for dialogue.

Reinforcement:
Refinement:
Question:

___ I request a conversation about the Walkthrough Observation (teacher or administrator can request).

Signature

Date

EXHIBIT C

Pre-Conference Questions

Teacher:

I would like to evaluate you on _____ during your _____ class.

Please answer the following questions and return to me on or before _____

1) What standard(s) are going to be addressed in the planned instruction and how will the goals for learning be communicated to the students?

Standard(s):

Goals will be communicated by (Check all that apply):

- _____ Posted in the classroom
- _____ Verbally
- _____ Syllabus
- _____ Other (Explain)

What stage are you in the standard(s). Check all that apply:

- _____ Introduce
- _____ Continuation
- _____ Review

2) What are the connections to previous and future learning? In other words, how does this fit in to the scheme of the "Big Picture"?

3) What Instructional Strategies, Methods, Technology, Resources will be used to engage students and promote independent learning and problem solving? Lecture, Partners, Independent Work,.....

Methods, Technology, Resources used (Check all that apply):

- _____ SMARTboard
- _____ Hand-out
- _____ Text
- _____ Overhead
- _____ Internet
- _____ Other (Explain)
- _____ Whiteboard
- _____ Video

4) How will the instructional strategies address all students' learning needs?

5) How will you check for understanding during the lesson?

Teacher Performance Evaluation Rubric

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

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

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

Instruction and Assessment

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

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

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

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

Professionalism					
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONALISM	PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth) <i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	<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				

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

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

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

Ohio Teacher Evaluation System

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> <i>Goal Statement:</i> <i>Evidence Indicators:</i></p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i> <i>Goal Statement:</i> <i>Evidence Indicators:</i></p>		

Evaluator Signature Date

Teacher Signature Date

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

Ohio Teacher Evaluation System

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

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

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

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

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

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

Ohio Teacher Evaluation System

TEACHER EVALUATION

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.

Ohio Teacher Evaluation System

Self-Assessment Summary Tool

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

Name _____

Date _____

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

Leave Forms: Dock

New Leave Request Cancel CLEAR SUBMIT

Absences FYTD

Job Active - TEACHER ▾

Leave Type Dock ▾

Reason

0 of 1000

Start Date (use MM/DD/YYYY format) Start Time 01 ▾ : 00 ▾ AM ▾

End Date (use MM/DD/YYYY format) End Time 01 ▾ : 00 ▾ AM ▾

Leave Requested In Day(s) use format {#.#, #.#, ###.###}

Phone Where You Can be Reached For Questions Relating to This Request

Full Notification

Comments pertaining to this Leave Request

0 of 4000

Enter the name(s) and contact information, if available, for any possible Substitute(s) you would like to have called below. Also, enter any NOTES to the Substitute.

Substitute Needed?

Supervisor's Name: Supervisor's Email:

Request Status: Initiated

File(s) to Attach

Click button below to select file(s) to be attached to this Leave Request

Leave Forms: Jury Duty

New Leave Request Cancel CLEAR SUBMIT

Absences FYTD

Job Active - TEACHER ▾

Leave Type Jury Duty ▾

Reason

0 of 1000

Start Date (use MM/DD/YYYY format) Start Time 01 ▾ : 00 ▾ AM ▾

End Date (use MM/DD/YYYY format) End Time 01 ▾ : 00 ▾ AM ▾

Leave Requested in Day(s) use format (#,##,###,####)

Phone Where You Can be Reached For Questions Relating to This Request

Full Notification

Comments pertaining to this Leave Request

0 of 4000

Substitute Needed?

Enter the name(s) and contact information, if available, for any possible substitute(s) you would like to have called below. Also, enter any NOTES to the substitute.

Supervisor's Name Supervisor's Email

Request Status: Initiated

File(s) to Attach

Click button below to select file(s) to be attached to this Leave Request.

Leave Forms: Military

New Leave Request Cancel CLEAR SUBMIT

Absences FYTD: [REDACTED]

Job: Active - TEACHER

Leave Type: Military

Reason: [REDACTED]

0 of 1000

Start Date: [REDACTED] (use MMDDYYYY format) Start Time: 01:00 AM

End Date: [REDACTED] (use MMDDYYYY format) End Time: 01:00 AM

Leave Requested In Day(s): [REDACTED] use format (M.#.#, ##.###)

Phone Where You Can Be Reached For Questions Relating to This Request: [REDACTED] Full Notification:

Comments pertaining to this Leave Request: [REDACTED] 0 of 4000

Enter the name(s) and contact information, if available, for any possible Substitute(s) you would like to have called below. Also, enter any NOTES to the Substitute.

Substitute Needed?

Supervisor's Name: [REDACTED] Supervisor's Email: [REDACTED]

Request Status: Initiated

File(s) to Attach

Click button below to select file(s) to be attached to this Leave Request.

Select File(s) to Attach

Leave Forms: Personal

New Leave Request Cancel CLEAR SUBMIT

Absence FYTD [REDACTED]

Job Active - TEACHER ▾

Leave Type Personal Leave ▾

Balance before request [REDACTED] Day(s) [See your Personal Leave Requests](#)

No reason is required

Reason

21 of 1000

Start Date [REDACTED] (use MM/DD/YYYY format) Start Time 01 ▾ : 00 ▾ AM ▾

End Date [REDACTED] (use MM/DD/YYYY format) End Time 01 ▾ : 00 ▾ AM ▾

Leave Requested [REDACTED] In Day(s) use format (#, ##, #.##, ###.##)

Phone Where You Can be Reached For Questions [REDACTED] Full Notification

Relating to This Request

No reason is required

Comments pertaining to this Leave Request

21 of 4000

Enter the name(s) and contact information, if available, for any possible Substitute(s) you would like to have called below. Also, enter any NOTES to the Substitute.

Substitute Needed?

Supervisor's Name: [REDACTED] Supervisor's Email: [REDACTED]

Request Status: Initiated

File(s) to Attach

Click button below to select file(s) to be attached to this Leave Request

Leave Forms: Professional

New Leave Request [Cancel] [CLEAR] [SUBMIT]

Absences FYTD [REDACTED]

Job: Active-TEACHER

Leave Type: Professional

Reason:

Start Date: [MM/DD/YYYY] Start Time: 01:00 AM

End Date: [MM/DD/YYYY] End Time: 01:00 AM

Leave Requested in Day(s): [] use format (e.g., M,W, R,FR, -SUN,THU)

Phone Where You Can Be Reached For Questions Relating to This Request: [REDACTED] Full Notification

Comments pertaining to this Leave Request: []

Enter the name(s) and contact information, if available, for any possible Substitute(s) you would like to have called below. Also, enter any NOTES to the Substitute.

Substitute Needed?

Supervisor's Name: [REDACTED] Supervisor's Email: [REDACTED]

Request Status: Initiated

Professional Leave Details / Expense

Event Location (Address): [REDACTED]

Co: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

Purpose of Leave / Leave Description

Estimated Costs

Registration Fees:	0
(e.g. (3,123.34) (1,002) (3456.78))	
Logging Amount:	0
(e.g. (3,123.34) (1,002) (3456.78))	
Meals Amount:	0
(e.g. (3,123.34) (1,002) (3456.78))	
Other Expenses Amount:	0
(e.g. (3,123.34) (1,002) (3456.78))	
Mileage Rate: 0.565 X # of Miles	0
(e.g. (1,000) (145) (52) (5))	
Mileage Amount:	0
(e.g. (3,123.34) (1,002) (3456.78))	
Total Leave Amount:	0
(e.g. (3,123.34) (1,002) (3456.78))	

[Calculate] [Clear Amounts]

File(s) to Attach:

Click button below to select file(s) to be attached to this Leave Request.

Leave Forms: Sick

Exhibit N

New Leave Request Cancel CLEAR SUBMIT

Absences FYTD: [REDACTED]

Job: Active - TEACHER ▾

Leave Type: Sick Leave ▾

Balance before request: [REDACTED] Day(s) [See your Sick Leave Requests](#)

No medical information required

Reason

31 of 1000

Start Date: [REDACTED] (use MM/DD/YYYY format) Start Time: 01 ▾ : 00 ▾ AM ▾

End Date: [REDACTED] (use MM/DD/YYYY format) End Time: 01 ▾ : 00 ▾ AM ▾

Leave Requested In Day(s): [REDACTED] use format {#, #.#, #.##, -###.###}

Phone Where You Can be Reached For Questions Relating to This Request: [REDACTED] Full Notification

No medical information required

Comments pertaining to this Leave Request

31 of 4000

Enter the name(s) and contact information, if available, for any possible Substitute(s) you would like to have called below. Also, enter any NOTES to the Substitute.

Substitute Needed?

Supervisor's Name: [REDACTED] Supervisor's Email: [REDACTED]

Request Status: Initiated

File(s) to Attach

Exhibit O

CERTIFIED SALARY SCHEDULE	2014-2015			
	33782			
YEARS	BACHELOR	150 SEM HR	MASTERS	MASTER+15
0	33782	35066	36991	37836
1	35066	36518	38613	39457
2	36349	37971	40234	41079
4	37633	39424	41856	42700
5	38917	40876	43477	44322
6	40201	42329	45099	45944
7	41484	43781	46721	47565
8	42768	45234	48342	49187
9	44052	46687	49964	50808
10	45335	48139	51585	52430
11	46619	49592	53207	54051
12	47903	51045	54828	55673
13	49187	52497	56450	57294
15	50470	53950	58071	58916
18	53038	56855	61314	62159
25	54321	58308	62936	63780
27	55605	59760	64557	65402
32	58173	62666	67800	68645

Exhibit P

CERTIFIED SALARY SCHEDULE	2015-2016			
	2015-16			
	34035			
YEARS	BACHELOR	150 SEM HR	MASTERS	MASTER+15
0	34035	35328	37268	38119
1	35328	36792	38902	39753
2	36622	38255	40536	41387
4	37915	39719	42169	43020
5	39208	41182	43803	44654
6	40502	42646	45437	46288
7	41795	44109	47070	47921
8	43088	45573	48704	49555
9	44382	47036	50338	51189
10	45675	48500	51971	52822
11	46968	49963	53605	54456
12	48262	51427	55239	56090
13	49555	52890	56872	57723
15	50848	54354	58506	59357
18	53435	57281	61774	62624
25	54728	58744	63407	64258
27	56022	60208	65041	65892
32	58608	63135	68308	69159

Exhibit Q

CERTIFIED SALARY SCHEDULE				
	2016-17			
	34290			
YEARS	BACHELOR	150 SEM HR	MASTERS	MASTER+15
0	34290	35593	37548	38405
1	35593	37067	39193	40051
2	36896	38542	40839	41697
4	38199	40016	42485	43343
5	39502	41491	44131	44988
6	40805	42965	45777	46634
7	42108	44440	47423	48280
8	43411	45914	49069	49926
9	44714	47389	50715	51572
10	46017	48863	52361	53218
11	47320	50338	54007	54864
12	48623	51812	55653	56510
13	49926	53287	57299	58156
15	51229	54761	58945	59802
18	53835	57710	62236	63094
25	55138	59185	63882	64740
27	56441	60659	65528	66385
32	59047	63608	68820	69677

Exhibit R

Supplemental Salary Schedule 2014-2015

Base	\$33,782					
	0-Years	1-Year	2 or more-Yrs	0-Years	1-Year	2 or more-Yrs
	Experience	Experience	Experience	Experience	Experience	Experience
Position	% of Base	% of Base	% of Base	Amount	Amount	Amount
Head Baseball Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Assistant Baseball Coach	5%	6%	7%	\$1,689	\$2,027	\$2,365
Summer Baseball-Head Coach	3%	4%	5%	\$1,013	\$1,351	\$1,689
Head Boys Basketball Coach	17%	18%	19%	\$5,743	\$6,081	\$6,419
Assistant Varsity Boys Basketball Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Reserve Boys Basketball Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Freshman Boys Basketball Coach	6%	7%	8%	\$2,027	\$2,365	\$2,703
Boys Basketball Conditioning-Head Coach	2%	3%	4%	\$676	\$1,013	\$1,351
Head Girls Basketball Coach	17%	18%	19%	\$5,743	\$6,081	\$6,419
Assistant Varsity Girls Basketball Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Reserve Girls Basketball Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Girls Basketball Conditioning-Head Coach	2%	3%	4%	\$676	\$1,013	\$1,351
Jr. High Grade 7 Boys Basketball Coach	6%	7%	8%	\$2,027	\$2,365	\$2,703
Jr. High Grade 8 Boys Basketball Coach	6%	7%	8%	\$2,027	\$2,365	\$2,703
Jr. High Grade 7 Girls Basketball Coach	6%	7%	8%	\$2,027	\$2,365	\$2,703
Jr. High Grade 8 Girls Basketball Coach	6%	7%	8%	\$2,027	\$2,365	\$2,703
Head Football Coach	17%	18%	19%	\$5,743	\$6,081	\$6,419
Football Conditioning-Head Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Assistant Varsity Football Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Junior High Football Coach	9%	10%	11%	\$3,040	\$3,378	\$3,716
Assistant Junior High Football Coach	5%	6%	7%	\$1,689	\$2,027	\$2,365
Junior High Equipment Coordinator	2%	3%	4%	\$676	\$1,013	\$1,351
Golf Coach	6%	7%	8%	\$2,027	\$2,365	\$2,703
Head Girls Softball Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Summer Softball-Head Coach	3%	4%	5%	\$1,013	\$1,351	\$1,689
Assistant Softball Coach	5%	6%	7%	\$1,689	\$2,027	\$2,365
Head Track Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Assistant Track Coach	8%	9%	10%	\$2,703	\$3,040	\$3,378
Junior High Boys Track Coach	5%	6%	7%	\$1,689	\$2,027	\$2,365
Junior High Girls Track Coach	5%	6%	7%	\$1,689	\$2,027	\$2,365
Cross Country Coach	6%	7%	8%	\$2,027	\$2,365	\$2,703
Junior High Equipment Coordinator	2%	3%	4%	\$676	\$1,013	\$1,351
Head Volleyball Coach	9%	10%	11%	\$3,040	\$3,378	\$3,716
Reserve Girls Volleyball Coach	5%	6%	7%	\$1,689	\$2,027	\$2,365
Junior High Volleyball Coach	4%	6%	6%	\$1,351	\$2,027	\$2,027

	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more- Yrs Experienc e
Head Girls Soccer Coach	9%	10%	11%	\$3,040	\$3,378	\$3,716
Assistant Girls Soccer Coach	5%	6%	7%	\$1,689	\$2,027	\$2,365
Head Wrestling Coach	10%	11%	12%	\$3,378	\$3,716	\$4,054
Assistant Wrestling Coach	8%	9%	10%	\$2,703	\$3,040	\$3,378
Junior High Wrestling Coach	6%	7%	8%	\$2,027	\$2,365	\$2,703
Athletic Director	17%	18%	19%	\$5,743	\$6,081	\$6,419
Boys Athletic Manager	13%	14%	15%	\$4,392	\$4,729	\$5,067
Girls Athletic Manager	9%	10%	11%	\$3,040	\$3,378	\$3,716
Head Cheerleader Advisor	5%	6%	7%	\$1,689	\$2,027	\$2,365
Assistant Cheerleader Advisor	4%	5%	6%	\$1,351	\$1,689	\$2,027
Assistant Cheerleader Advisor-Junior High	3%	4%	5%	\$1,013	\$1,351	\$1,689
Elementary Art	1%	2%	3%	\$338	\$676	\$1,013
High School Art	1%	2%	3%	\$338	\$676	\$1,013
Future Homemakers Association (FCCLA)	3%	4%	5%	\$1,013	\$1,351	\$1,689
Marching Band Duties-Assistant Director	5%	6%	7%	\$1,689	\$2,027	\$2,365
Marching Band Duties-Directors	14%	15%	16%	\$4,729	\$5,067	\$5,405
Pep Band	2%	3%	4%	\$676	\$1,013	\$1,351
Band Flag Corps.	10%	11%	12%	\$3,378	\$3,716	\$4,054
Accompanist-Musical	2%	2%	2%	\$676	\$676	\$676
Stage Band Director-Musical	2%	2%	2%	\$676	\$676	\$676
School Musical Director	6%	6%	6%	\$2,027	\$2,027	\$2,027
Business Manager-Musical	3%	3%	3%	\$1,013	\$1,013	\$1,013
School Musical Vocal Coach	2%	2%	2%	\$676	\$676	\$676
Show Choir Director	2%	3%	4%	\$676	\$1,013	\$1,351
D-Club Advisor	5%	6%	7%	\$1,689	\$2,027	\$2,365
National Honor Society	2%	3%	3%	\$676	\$1,013	\$1,013
Business Professional Association	7%	8%	9%	\$2,365	\$2,703	\$3,040
Channel 13 Coordinator	6%	7%	8%	\$2,027	\$2,365	\$2,703
Computer Director & Computer Maintenance	5%	6%	7%	\$1,689	\$2,027	\$2,365
School Newspaper Advisor	3%	4%	5%	\$1,013	\$1,351	\$1,689
Delphi	6%	7%	8%	\$2,027	\$2,365	\$2,703
Prom Coordinator	4%	4%	4%	\$1,351	\$1,351	\$1,351
Science Club	1%	2%	2%	\$338	\$676	\$676
Science Fair and Projects	1%	2%	2%	\$338	\$676	\$676
Student Council Advisor-High School	2%	3%	4%	\$676	\$1,013	\$1,351
Student Council Advisor-Middle School	2%	3%	4%	\$676	\$1,013	\$1,351
French Club Advisor	1%	2%	2%	\$338	\$676	\$676
Spanish Club Advisor	1%	2%	2%	\$338	\$676	\$676
Special Education Coordinator	4%	4%	4%	\$1,351	\$1,351	\$1,351

Summer Driver's Education-Book Portion	4%	4%	5%	\$1,351	\$1,351	\$1,689
----------------------------------------	----	----	----	---------	---------	---------

	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more- Yrs Experience
Vocational Agriculture Advisor	17%	18%	19%	\$5,743	\$6,081	\$6,419
Freshman Class Advisor	N/A	N/A	N/A	\$361	\$361	\$361
Sophomore Class Advisor	N/A	N/A	N/A	\$361	\$361	\$361
Junior Class Advisor	N/A	N/A	N/A	\$361	\$361	\$361
Senior Class Advisor	N/A	N/A	N/A	\$361	\$361	\$361

*Reduced by 4% for each week of extended service above two weeks.

Note:

1. Pay is 1% less for non-certified personnel.
2. Failure to adequately perform duties will result in payroll deduction at conclusion of school year.

Student Supervision Pay Rate for Non-Supplemental Contract Holders:

1. Approval required from administrator prior to activity.
2. \$103.42 per weekend contest-total maximum contests 5 per year (Saturday-Sunday)
\$62.50 per weekday evening contest-total maximum contests 5 per year (Monday-Friday)
3. Hourly Rate: Current tutoring rate-\$14.85 per hour-up to maximum 25 hours per year
4. Saturday School Supervision Rate-\$21.30 per hour

The following principals will apply:

1. To give extra pay for extra hours-the regular school day is prescribed in the "Policies, Rules, and Regulations". If the teacher is given class time off for extra-class responsibilities, extra pay should be prorated accordingly.
2. To classify activities growing out of the regular school program (grading papers, counseling with failures in regular class, homework activities, supervision of make-up work, participation in community activities, and Class advisors, PTO meetings, detention supervision, Carnival, etc.) as part of the assigned school load and are so construed by the State Department of Education.
3. To give additional pay for added responsibility and the use of specialized skill.
4. To contain a principle of flexibility-our extra-class pay schedule is flexible enough for adjustment if, in the judgment of the Superintendent of School Principals, and the negotiation committee, the nature of the particular work warrants additional pay.
5. Examples are: Scholastic Bowl, Math-Spelling Contests, God-Flag-Country, Conventions, etc.

Exhibit S

Supplemental Salary Schedule 2015-2016

Base	\$34,035					
	0-Years	1-Year	2 or more-Yrs	0-Years	1-Year	2 or more-Yrs
	Experience	Experience	Experience	Experience	Experience	Experience
Position	% of Base	% of Base	% of Base	Amount	Amount	Amount
Head Baseball Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Assistant Baseball Coach	5%	6%	7%	\$1,702	\$2,042	\$2,382
Summer Baseball-Head Coach	3%	4%	5%	\$1,021	\$1,361	\$1,702
Head Boys Basketball Coach	17%	18%	19%	\$5,786	\$6,126	\$6,467
Assistant Varsity Boys Basketball Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Reserve Boys Basketball Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Freshman Boys Basketball Coach	6%	7%	8%	\$2,042	\$2,382	\$2,723
Boys Basketball Conditioning-Head Coach	2%	3%	4%	\$681	\$1,021	\$1,361
Head Girls Basketball Coach	17%	18%	19%	\$5,786	\$6,126	\$6,467
Assistant Varsity Girls Basketball Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Reserve Girls Basketball Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Girls Basketball Conditioning-Head Coach	2%	3%	4%	\$681	\$1,021	\$1,361
Jr. High Grade 7 Boys Basketball Coach	6%	7%	8%	\$2,042	\$2,382	\$2,723
Jr. High Grade 8 Boys Basketball Coach	6%	7%	8%	\$2,042	\$2,382	\$2,723
Jr. High Grade 7 Girls Basketball Coach	6%	7%	8%	\$2,042	\$2,382	\$2,723
Jr. High Grade 8 Girls Basketball Coach	6%	7%	8%	\$2,042	\$2,382	\$2,723
Head Football Coach	17%	18%	19%	\$5,786	\$6,126	\$6,467
Football Conditioning-Head Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Assistant Varsity Football Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Junior High Football Coach	9%	10%	11%	\$3,063	\$3,404	\$3,744
Assistant Junior High Football Coach	5%	6%	7%	\$1,702	\$2,042	\$2,382
Junior High Equipment Coordinator	2%	3%	4%	\$681	\$1,021	\$1,361
Golf Coach	6%	7%	8%	\$2,042	\$2,382	\$2,723
Head Girls Softball Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Summer Softball-Head Coach	3%	4%	5%	\$1,021	\$1,361	\$1,702
Assistant Softball Coach	5%	6%	7%	\$1,702	\$2,042	\$2,382
Head Track Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Assistant Track Coach	8%	9%	10%	\$2,723	\$3,063	\$3,404
Junior High Boys Track Coach	5%	6%	7%	\$1,702	\$2,042	\$2,382
Junior High Girls Track Coach	5%	6%	7%	\$1,702	\$2,042	\$2,382
Cross Country Coach	6%	7%	8%	\$2,042	\$2,382	\$2,723
Junior High Equipment Coordinator	2%	3%	4%	\$681	\$1,021	\$1,361
Head Volleyball Coach	9%	10%	11%	\$3,063	\$3,404	\$3,744
Reserve Girls Volleyball Coach	5%	6%	7%	\$1,702	\$2,042	\$2,382
Junior High Volleyball Coach	4%	6%	6%	\$1,361	\$2,042	\$2,042

	0-Years Experience	1-Year Experience	2 or more- Yrs Experience	0-Years Experience	1-Year Experience	2 or more- Yrs Experience
Head Girls Soccer Coach	9%	10%	11%	\$3,063	\$3,404	\$3,744
Assistant Girls Soccer Coach	5%	6%	7%	\$1,702	\$2,042	\$2,382
Head Wrestling Coach	10%	11%	12%	\$3,404	\$3,744	\$4,084
Assistant Wrestling Coach	8%	9%	10%	\$2,723	\$3,063	\$3,404
Junior High Wrestling Coach	6%	7%	8%	\$2,042	\$2,382	\$2,723
Athletic Director	17%	18%	19%	\$5,786	\$6,126	\$6,467
Boys Athletic Manager	13%	14%	15%	\$4,425	\$4,765	\$5,105
Girls Athletic Manager	9%	10%	11%	\$3,063	\$3,404	\$3,744
Head Cheerleader Advisor	5%	6%	7%	\$1,702	\$2,042	\$2,382
Assistant Cheerleader Advisor	4%	5%	6%	\$1,361	\$1,702	\$2,042
Assistant Cheerleader Advisor-Junior High	3%	4%	5%	\$1,021	\$1,361	\$1,702
Elementary Art	1%	2%	3%	\$340	\$681	\$1,021
High School Art	1%	2%	3%	\$340	\$681	\$1,021
Future Homemakers Association (FCCLA)	3%	4%	5%	\$1,021	\$1,361	\$1,702
Marching Band Duties-Assistant Director	5%	6%	7%	\$1,702	\$2,042	\$2,382
Marching Band Duties-Directors	14%	15%	16%	\$4,765	\$5,105	\$5,446
Pep Band	2%	3%	4%	\$681	\$1,021	\$1,361
Band Flag Corps.	10%	11%	12%	\$3,404	\$3,744	\$4,084
Accompanist-Musical	2%	2%	2%	\$681	\$681	\$681
Stage Band Director-Musical	2%	2%	2%	\$681	\$681	\$681
School Musical Director	6%	6%	6%	\$2,042	\$2,042	\$2,042
Business Manager-Musical	3%	3%	3%	\$1,021	\$1,021	\$1,021
School Musical Vocal Coach	2%	2%	2%	\$681	\$681	\$681
Show Choir Director	2%	3%	4%	\$681	\$1,021	\$1,361
D-Club Advisor	5%	6%	7%	\$1,702	\$2,042	\$2,382
National Honor Society	2%	3%	3%	\$681	\$1,021	\$1,021
Business Professional Association	7%	8%	9%	\$2,382	\$2,723	\$3,063
Channel 13 Coordinator	6%	7%	8%	\$2,042	\$2,382	\$2,723
Computer Director & Computer Maintenance	5%	6%	7%	\$1,702	\$2,042	\$2,382
School Newspaper Advisor	3%	4%	5%	\$1,021	\$1,361	\$1,702
Delphi	6%	7%	8%	\$2,042	\$2,382	\$2,723
Prom Coordinator	4%	4%	4%	\$1,361	\$1,361	\$1,361
Science Club	1%	2%	2%	\$340	\$681	\$681
Science Fair and Projects	1%	2%	2%	\$340	\$681	\$681
Student Council Advisor-High School	2%	3%	4%	\$681	\$1,021	\$1,361
Student Council Advisor-Middle School	2%	3%	4%	\$681	\$1,021	\$1,361
French Club Advisor	1%	2%	2%	\$340	\$681	\$681
Spanish Club Advisor	1%	2%	2%	\$340	\$681	\$681
Special Education Coordinator	4%	4%	4%	\$1,361	\$1,361	\$1,361

Summer Driver's Education-Book Portion	4%	4%	5%	\$1,361	\$1,361	\$1,702
----------------------------------------	----	----	----	---------	---------	---------

	0-Years Experience	1-Year Experience	2 or more- Yrs Experience	0-Years Experience	1-Year Experience	2 or more- Yrs Experience
Vocational Agriculture Advisor	17%	18%	19%	\$5,786	\$6,126	\$6,467
Freshman Class Advisor	N/A	N/A	N/A	\$364	\$364	\$364
Sophomore Class Advisor	N/A	N/A	N/A	\$364	\$364	\$364
Junior Class Advisor	N/A	N/A	N/A	\$364	\$364	\$364
Senior Class Advisor	N/A	N/A	N/A	\$364	\$364	\$364

*Reduced by 4% for each week of extended service above two weeks.

Note:

1. Pay is 1% less for non-certified personnel.
2. Failure to adequately perform duties will result in payroll deduction at conclusion of school year.

Student Supervision Pay Rate for Non-Supplemental Contract Holders:

1. Approval required from administrator prior to activity.
2. \$104.98 per weekend contest-total maximum contests 5 per year (Saturday-Sunday)
\$62.97 per weekday evening contest-total maximum contests 5 per year (Monday-Friday)
3. Hourly Rate: Current tutoring rate-\$14.96 per hour-up to maximum 25 hours per year
4. Saturday School Supervision Rate-\$21.46 per hour

The following principals will apply:

1. To give extra pay for extra hours-the regular school day is prescribed in the "Policies, Rules, and Regulations". If the teacher is given class time off for extra-class responsibilities, extra pay should be prorated accordingly.
2. To classify activities growing out of the regular school program (grading papers, counseling with failures in regular class, homework activities, supervision of make-up work, participation in community activities, and Class advisors, PTO meetings, detention supervision, Carnival, etc.) as part of the assigned school load and are so construed by the State Department of Education.
3. To give additional pay for added responsibility and the use of specialized skill.
4. To contain a principle of flexibility-our extra-class pay schedule is flexible enough for adjustment if, in the judgment of the Superintendent of Schools, Principals, and the negotiation committee, the nature of the particular work warrants additional pay.
5. Examples are: Scholastic Bowl, Math-Spelling Contests, God-Flag-Country, Conventions, etc.

Exhibit T

Supplemental Salary Schedule 2015-2016

Base	\$34,290					
	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Position	% of Base	% of Base	% of Base	Amount	Amount	Amount
Head Baseball Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Assistant Baseball Coach	5%	6%	7%	\$1,715	\$2,057	\$2,400
Summer Baseball-Head Coach	3%	4%	5%	\$1,029	\$1,372	\$1,715
Head Boys Basketball Coach	17%	18%	19%	\$5,829	\$6,172	\$6,515
Assistant Varsity Boys Basketball Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Reserve Boys Basketball Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Freshman Boys Basketball Coach	6%	7%	8%	\$2,057	\$2,400	\$2,743
Boys Basketball Conditioning-Head Coach	2%	3%	4%	\$686	\$1,029	\$1,372
Head Girls Basketball Coach	17%	18%	19%	\$5,829	\$6,172	\$6,515
Assistant Varsity Girls Basketball Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Reserve Girls Basketball Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Girls Basketball Conditioning-Head Coach	2%	3%	4%	\$686	\$1,029	\$1,372
Jr. High Grade 7 Boys Basketball Coach	6%	7%	8%	\$2,057	\$2,400	\$2,743
Jr. High Grade 8 Boys Basketball Coach	6%	7%	8%	\$2,057	\$2,400	\$2,743
Jr. High Grade 7 Girls Basketball Coach	6%	7%	8%	\$2,057	\$2,400	\$2,743
Jr. High Grade 8 Girls Basketball Coach	6%	7%	8%	\$2,057	\$2,400	\$2,743
Head Football Coach	17%	18%	19%	\$5,829	\$6,172	\$6,515
Football Conditioning-Head Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Assistant Varsity Football Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Junior High Football Coach	9%	10%	11%	\$3,086	\$3,429	\$3,772
Assistant Junior High Football Coach	5%	6%	7%	\$1,715	\$2,057	\$2,400
Junior High Equipment Coordinator	2%	3%	4%	\$686	\$1,029	\$1,372
Golf Coach	6%	7%	8%	\$2,057	\$2,400	\$2,743
Head Girls Softball Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Summer Softball-Head Coach	3%	4%	5%	\$1,029	\$1,372	\$1,715
Assistant Softball Coach	5%	6%	7%	\$1,715	\$2,057	\$2,400
Head Track Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Assistant Track Coach	8%	9%	10%	\$2,743	\$3,086	\$3,429
Junior High Boys Track Coach	5%	6%	7%	\$1,715	\$2,057	\$2,400
Junior High Girls Track Coach	5%	6%	7%	\$1,715	\$2,057	\$2,400
Cross Country Coach	6%	7%	8%	\$2,057	\$2,400	\$2,743
Junior High Equipment Coordinator	2%	3%	4%	\$686	\$1,029	\$1,372
Head Volleyball Coach	9%	10%	11%	\$3,086	\$3,429	\$3,772
Reserve Girls Volleyball Coach	5%	6%	7%	\$1,715	\$2,057	\$2,400
Junior High Volleyball Coach	4%	6%	6%	\$1,372	\$2,057	\$2,057

	0-Years Experience	1-Year Experience	2 or more- Yrs Experience	0-Years Experience	1-Year Experience	2 or more- Yrs Experience
Head Girls Soccer Coach	9%	10%	11%	\$3,086	\$3,429	\$3,772
Assistant Girls Soccer Coach	5%	6%	7%	\$1,715	\$2,057	\$2,400
Head Wrestling Coach	10%	11%	12%	\$3,429	\$3,772	\$4,115
Assistant Wrestling Coach	8%	9%	10%	\$2,743	\$3,086	\$3,429
Junior High Wrestling Coach	6%	7%	8%	\$2,057	\$2,400	\$2,743
Athletic Director	17%	18%	19%	\$5,829	\$6,172	\$6,515
Boys Athletic Manager	13%	14%	15%	\$4,458	\$4,801	\$5,144
Girls Athletic Manager	9%	10%	11%	\$3,086	\$3,429	\$3,772
Head Cheerleader Advisor	5%	6%	7%	\$1,715	\$2,057	\$2,400
Assistant Cheerleader Advisor	4%	5%	6%	\$1,372	\$1,715	\$2,057
Assistant Cheerleader Advisor-Junior High	3%	4%	5%	\$1,029	\$1,372	\$1,715
Elementary Art	1%	2%	3%	\$343	\$686	\$1,029
High School Art	1%	2%	3%	\$343	\$686	\$1,029
Future Homemakers Association (FCCLA)	3%	4%	5%	\$1,029	\$1,372	\$1,715
Marching Band Duties-Assistant Director	5%	6%	7%	\$1,715	\$2,057	\$2,400
Marching Band Duties-Directors	14%	15%	16%	\$4,801	\$5,144	\$5,486
Pep Band	2%	3%	4%	\$686	\$1,029	\$1,372
Band Flag Corps.	10%	11%	12%	\$3,429	\$3,772	\$4,115
Accompanist-Musical	2%	2%	2%	\$686	\$686	\$686
Stage Band Director-Musical	2%	2%	2%	\$686	\$686	\$686
School Musical Director	6%	6%	6%	\$2,057	\$2,057	\$2,057
Business Manager-Musical	3%	3%	3%	\$1,029	\$1,029	\$1,029
School Musical Vocal Coach	2%	2%	2%	\$686	\$686	\$686
Show Choir Director	2%	3%	4%	\$686	\$1,029	\$1,372
D-Club Advisor	5%	6%	7%	\$1,715	\$2,057	\$2,400
National Honor Society	2%	3%	3%	\$686	\$1,029	\$1,029
Business Professional Association	7%	8%	9%	\$2,400	\$2,743	\$3,086
Channel 13 Coordinator	6%	7%	8%	\$2,057	\$2,400	\$2,743
Computer Director & Computer Maintenance	5%	6%	7%	\$1,715	\$2,057	\$2,400
School Newspaper Advisor	3%	4%	5%	\$1,029	\$1,372	\$1,715
Delphi	6%	7%	8%	\$2,057	\$2,400	\$2,743
Prom Coordinator	4%	4%	4%	\$1,372	\$1,372	\$1,372
Science Club	1%	2%	2%	\$343	\$686	\$686
Science Fair and Projects	1%	2%	2%	\$343	\$686	\$686
Student Council Advisor-High School	2%	3%	4%	\$686	\$1,029	\$1,372
Student Council Advisor-Middle School	2%	3%	4%	\$686	\$1,029	\$1,372
French Club Advisor	1%	2%	2%	\$343	\$686	\$686
Spanish Club Advisor	1%	2%	2%	\$343	\$686	\$686
Special Education Coordinator	4%	4%	4%	\$1,372	\$1,372	\$1,372
Summer Driver's Education-Book Portion	4%	4%	5%	\$1,372	\$1,372	\$1,715

	0-Years Experience	1-Year Experience	2 or more-Yrs Experience	0-Years Experience	1-Year Experience	2 or more-Yrs Experience
Vocational Agriculture Advisor	17%	18%	19%	\$5,829	\$6,172	\$6,515
Freshman Class Advisor	N/A	N/A	N/A	\$367	\$367	\$367
Sophomore Class Advisor	N/A	N/A	N/A	\$367	\$367	\$367
Junior Class Advisor	N/A	N/A	N/A	\$367	\$367	\$367
Senior Class Advisor	N/A	N/A	N/A	\$367	\$367	\$367

*Reduced by 4% for each week of extended service above two weeks.

Note:

1. Pay is 1% less for non-certified personnel.
2. Failure to adequately perform duties will result in payroll deduction at conclusion of school year.

Student Supervision Pay Rate for Non-Supplemental Contract Holders:

1. Approval required from administrator prior to activity.
2. \$105.77 per weekend contest-total maximum contests 5 per year (Saturday-Sunday)
\$63.44 per weekday evening contest-total maximum contests 5 per year (Monday-Friday)
3. Hourly Rate: Current tutoring rate-\$15.07 per hour-up to maximum 25 hours per year
4. Saturday School Supervision Rate-\$21.62 per hour

The following principals will apply:

1. To give extra pay for extra hours-the regular school day is prescribed in the "Policies, Rules, and Regulations". If the teacher is given class time off for extra-class responsibilities, extra pay should be prorated accordingly.
2. To classify activities growing out of the regular school program (grading papers, counseling with failures in regular class, homework activities, supervision of make-up work, participation in community activities, and Class advisors, PTO meetings, detention supervision, Carnival, etc.) as part of the assigned school load and are so construed by the State Department of Education.
3. To give additional pay for added responsibility and the use of specialized skill.
4. To contain a principle of flexibility-our extra-class pay schedule is flexible enough for adjustment if, in the judgment of the Superintendent of Schools, Principals, and the negotiation committee, the nature of the particular work warrants additional pay.
5. Examples are: Scholastic Bowl, Math-Spelling Contests, God-Flag-Country, Conventions, etc.

Allen County Schools Health Plan Comparison for 1/1/2014

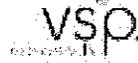
Benefits	MDHP		HDHP	
	Network	Non-Network	Network	Non-Network
Benefit Period	Calendar Year		Calendar Year	
Dependent Age	26 - Removal upon Birthdate		26 - Removal upon Birthdate	
Overall Annual Benefit Period Maximum	\$3,000,000		\$3,000,000	
Lifetime Maximum	Unlimited		Unlimited	
4th Quarter Deductible Carryover	DOES NOT APPLY		DOES NOT APPLY	
Benefit Period Deductible - Single/Family	\$750 / \$1,500	\$1,500 / \$3,000	\$2,500 / \$5,000	\$5,000 / \$10,000
	On a family contract, no one family member will pay more than a single contract.		Entire family deductible must be met before any benefits are payable for any individual in the family	
Coinsurance	75%	50%	90%	60%
	<i>(Amount Plan pays after Deductible or Copays, unless noted)</i>		<i>(Amount Plan pays after Deductible or Copays, unless noted)</i>	
Coinsurance Maximum - Single/Family	\$2,500 / \$5,000	\$2,500 / \$5,000	\$3,000 / \$ 6,000	\$4,500 / \$9,000
	On a family contract, no one family member will pay more than a single contract.		Entire family coinsurance maximum must be met before any benefits are payable for any individual in the family at 100%	
Out-of-Pocket Maximum (Deductible + Coinsurance) - Single/Family	\$3,250 / \$6,500	\$4,000 / \$8,000	\$5,500 / \$11,000	\$9,500 / \$19,000
Preventive Care	100% No deductible	50% after deductible	100% No deductible	60% after deductible
	Preventive Care Services, when received at network provider, as outlined by Health Care Reform are covered by both plans at 100% without having to meet deductibles or coinsurance. A list of covered services is available through Medical Mutual of Ohio.			
Services with Copays - flat dollar copays do not accumulate toward deductibles or coinsurance amounts.				
Office Visit - PCP (Illness/Injury) and Specialist Outside the Service Area	\$25 copay, then 100%. Includes most services performed during that visit. <i>If a surgical procedure is performed in the physician's office a separate copay will be charged in addition to the office visit copay.</i>		90%, after deductible	60%, after deductible
Office Visit - Specialist (Illness/Injury)	\$45 copay, then 100%. Includes most services performed during that visit.		90%, after deductible	60%, after deductible
Urgent Care Office Visit	\$25 copay, then 100%. Includes most services performed during that visit.		90%, after deductible	60%, after deductible
Emergency use of an Emergency Room	\$85 copay, then 75% after deductible. (\$85 copay is waived if admitted)		90%, after deductible	
Non-Emergency use of an Emergency Room			90%, after deductible	60%, after deductible
Inpatient and Outpatient Facility				
Semi-Private Room and Board	75%	50%	90%	60%
Diagnostic Services (Labs, X-rays and Testing)	75%	50%	90%	60%
Surgery	75%	50%	90%	60%
Therapy (Physical, Occupational, Speech)	75%	50%	90%	60%
Additional Services				
Ambulance	75%	50%	90%	60%
Chiropractic Services (26 visits per benefit period)	50%	50%	90%	60%
	Deductible waived. Not applied to coinsurance limits			
Durable Medical Equipment	75%	50%	90%	60%
Home Healthcare	75%	50%	90%	60%
Hospice	75%	50%	90%	60%
Mental Health and Substance Abuse - Federal Mental Health Parity				
Inpatient Mental Health & Substance Abuse Services	Benefits paid based on corresponding medical benefits		Benefits paid based on corresponding medical benefits	
Outpatient Mental Health & Substance Abuse Services	Benefits paid based on corresponding medical benefits		Benefits paid based on corresponding medical benefits	

This summary of benefits is intended to be a brief outline of coverage. The contract and/or certificate will contain the complete listing of covered services. In the event of a conflict between the contract and this summary, the terms of the contract will prevail.

Allen County Schools Health Plan Comparison for 1/1/2014

Benefits	MDHP		HDHP	
	Network	Non-Network	Network	Non-Network
Prescription Drugs Includes Smoking Cessation, Weight Loss Medications, Diabetic Supplies including Meter and Monitors which are limited to one per benefit period. Excludes coverage for Infertility medications, Immunization Agents, Biological Sera, Allergy Sera, Oral Contraceptives which are covered for Medical Necessity only, Yohimbe, Legend Fluoride drugs except for oral fluoride supplementation for children through age 5.	Medical Mutual (via Express Scripts network) Copays apply after separate calendar year deductible (\$100/person, \$200/two people, \$300 family) has been met. Retail - 30 days supply Generic: \$10 copay Formulary Brand: \$25 copay Non-Formulary Brand: \$40 copay Mail Order - 90 days supply Generic: \$20 copay Formulary Brand: \$40 copay Non-Formulary Brand: \$60 copay		Medical Mutual (via Express Scripts network) Copays apply after benefit period deductible has been met. Retail - 30 days supply Generic Brand: \$10 copay Formulary Brand: \$25 copay Non-Formulary Brand: \$40 copay Mail Order - 90 days supply Generic: \$20 copay Formulary Brand: \$40 copay Non-Formulary Brand: \$60 copay	
2014 Monthly Premium Rates	MDHP Medical & Rx Monthly Rates		HDHP Medical & Rx Monthly Rate	
	Single	Family	Single	Family
Total Rate	\$580.32	\$1,438.49	\$515.97	\$1,279.61
Board Contribution	\$493.27	\$1,222.71	\$438.57	\$1,087.66
Employee Contribution	87.05	215.77	77.40	191.94

Vision Plan: Reference Only



Your Vision Benefits Summary

Get the best in eyecare and eyewear with DELPHOS CITY SCHOOLS and VSP® Vision Care.

Using your VSP benefits is easy.

- Register at vsp.com. Once your plan is effective, enter your benefit information.
- Find an eyecare provider who's right for you. The decision is yours to make—choose a VSP provider or any out-of-network provider. To find a VSP provider, visit vsp.com or call 800.877.7193.
- At your appointment, tell them you have VSP. There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's all! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Best EyeCare

You'll get the highest level of care, including a **WellVision Exam**®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer fashions, you'll find hundreds of options. Choose from featured name brands like Arma, Klein, Isola®, Calvin Klein, Hexon®, Lacoste, Nike, Nike West, and more. Visit vsp.com to find a VSP provider who carries these brands.

Plan Information

VSP Provider Network: VSP Signature

Benefit	Description	Copy	
Your Coverage with a VSP Provider			
WellVision Exam	<ul style="list-style-type: none"> • Focuses on your eyes and overall wellness • Every 24 months 	\$0	
Prescription Glasses			
Frame	<ul style="list-style-type: none"> • \$135 allowance for a wide selection of frames • \$150 allowance for featured name brands • 20% savings on the amount over your allowance • Every 24 months 	Included in Prescription Glasses	
Lenses	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 24 months 	Included in Prescription Glasses	
Lens Enhancements	<ul style="list-style-type: none"> • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 25-50% on other lens enhancement costs 	\$50 \$80 - \$90 \$20 - \$30	
Contact Lens (instead of glasses)	<ul style="list-style-type: none"> • \$135 allowance for contacts; copy does not apply • Contact lens exam (using and eye chart) • Every 24 months 	Up to \$60	
Extra Savings			
Glasses and Sunglasses			
<ul style="list-style-type: none"> • Extra \$20 to spend on featured name brands. Go to vsp.com/help/extra for details. • 20% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. 			
Retinal Screening			
<ul style="list-style-type: none"> • No more than a \$35 copay on routine retinal screening as an enhancement to a WellVision Exam. 			
Laser Vision Correction			
<ul style="list-style-type: none"> • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities. • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor. 			
Your Coverage with Out-of-Network Providers			
Visit vsp.com for details. If you plan to see a provider other than a VSP network provider:			
Exam	up to \$50	Lined Trifocal Lenses	up to \$100
Frame	up to \$70	Progressive Lenses	up to \$75
Single Vision Lenses	up to \$50	Contact Lens	up to \$100
Lined Bifocal Lenses	up to \$75		

VSP operates coverage from VSP network providers only. Coverage information is subject to change. In the event of a benefit dispute, the information and your organization's contract with VSP are sources of final payment. All benefits listed are applicable to fully insured group term life insurance.

Visit vsp.com or call 800.877.7193 for more details on your vision coverage and exclusive savings and promotions for VSP members.

Member ID number subject to change. © 2004 Vision Service Plan, All rights reserved. VSP is a registered trademark of Vision Service Plan, Inc. All other trademarks are the property of their respective owners.

Dental Plan: Reference Only

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$25 single / \$50 family
Maximum Benefit Payable per Covered Person per Benefit Period	\$2,500
Dependent Age Limit	The end of the calendar year of the 25th birthday

It is important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Initial and Periodic Oral Evaluations	Two evaluations per Benefit Period
Bitewing x-rays	Two sets per Benefit Period
Full mouth / Panoramic x-rays	One every 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period, regardless of age
Dental Sealants ¹	For Eligible Dependent children under age 14
Space Maintainers	Available for all Covered Persons, regardless of age
Fixed Partial Dentures (Bridges)	Once every five years per unit
Dentures (Complete and Partial)	Once every five years Refining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36-month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

¹ Dental sealants are limited to eligible teeth free from decay or restorations on the occlusal surface.

EXHIBIT W

Dental Plan: Reference Only

DENTAL PAYMENT SCHEDULE	
Type of Service	You Pay the Following
Routine Preventive Services <ul style="list-style-type: none"> • Initial and periodic oral evaluations • bitewing x-rays • prophylaxis • space maintainers • topical fluoride applications • emergency palliative treatments • dental sealants¹ • full mouth/panoramic x-rays • diagnostic x-rays (except cephalometric x-rays) • diagnostic casts/study models • pulp vitality tests • caries susceptibility tests 	0% of the Reasonable and Customary Amount No Deductible is required for these services.
Essential Services <ul style="list-style-type: none"> • consultations/other evaluations • fillings • endodontic services • periodontal services • impactions • extractions • repairs, relines & adjustments of prosthetics • general anesthesia • IV sedation • minor oral surgery • therapeutic drug injections/administration 	15% of the Reasonable and Customary Amount
Complex Services <ul style="list-style-type: none"> • implant services • inlays • onlays • crowns • fixed partial dentures (bridges) • dentures (complete & partial) 	20% of the Reasonable and Customary Amount
Orthodontic Services and cephalometric x-rays	40% of the Reasonable and Customary Amount

ORTHODONTIC SERVICES	
Maximum benefit payable per Covered Person	\$1,000 per lifetime
Eligibility	Available for all Covered Persons, regardless of age.
Deductible	No Deductible is required for Orthodontic services and cephalometric x-rays.

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$200 or involving major restorations.

**DELPHOS CITY SCHOOLS
GRIEVANCE PROCEDURE FORM**

Aggrieved Person, Persons and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or persons to whom grievance is directed _____

_____ Initiated on Step _____

STATEMENT OF GRIEVANCE: (Give the specific language of the Agreement that has been misinterpreted, violated or misapplied.)

ACTION REQUESTED:

Have you discussed this with your immediate supervisor?

_____ Yes _____ No

Grievant

EXHIBIT Y

DELPHOS CITY SCHOOLS EVALUATION REPORT

TEACHER EVALUATION OBJECTIVES

1. To establish a record of teacher performance to become a part of the teacher's personnel file.
2. To facilitate better communication between principal and teacher.
3. To improve teaching performance in a professional and dignified manner.
4. To promote professional growth.

NUMBER OF EVALUATIONS PER YEAR

Evaluations are at the Principal's discretion or at the Teacher's request. It is suggested that each teacher be evaluated at least once per year unless the contract is to be renewed, then at least twice especially if the teacher is to receive a continuing contract.

New teachers will be evaluated during the second nine weeks. If a teacher is having difficulty in the classroom a conference between the principal and the teacher will be held using page 4 of the evaluation sheet. Then a follow-up conference between the principal and the teacher with time for improvement to be decided by the principal and the teacher. The results of the following conference will be summarized on page 4 of the evaluation sheet.

EXHIBIT Y

1 2 3 4 5 6

PREPARATION FOR TEACHING

-- Evidence of effective daily and long range lesson planning	_____	_____	_____	_____	_____	_____
-- Supplies and materials ready in advance	_____	_____	_____	_____	_____	_____
-- Provides for individual differences	_____	_____	_____	_____	_____	_____
-- Maintains current interest in education	_____	_____	_____	_____	_____	_____
-- takes refresher courses, uses professional days and professional materials	_____	_____	_____	_____	_____	_____

INSTRUCTIONAL SKILLS/TEACHING PERFORMANCE

-- Behavioral objectives defined clearly	_____	_____	_____	_____	_____	_____
-- Lesson presented effectively/ objectives reached	_____	_____	_____	_____	_____	_____
-- Used thought-provoking questions (more than just factual answers required)	_____	_____	_____	_____	_____	_____
-- Student response evident during the lesson	_____	_____	_____	_____	_____	_____
-- Used audio-visual aids purposeful	_____	_____	_____	_____	_____	_____
-- Sympathetic understanding of students evident (consideration of individual student needs)	_____	_____	_____	_____	_____	_____
-- Uses a variety of techniques to help the students understand the lesson	_____	_____	_____	_____	_____	_____

EXHIBIT Y

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-- Assignments and tests are clear and constructive	_____	_____	_____	_____	_____	_____
-- Class displays and bulletin boards reflect teacher planning and functional	_____	_____	_____	_____	_____	_____
<u>DISCIPLINE MANAGEMENT</u>						
-- Professional relationship/rapport with students	_____	_____	_____	_____	_____	_____
-- Behavior of students	_____	_____	_____	_____	_____	_____
-- Attention to student health, safety and general welfare	_____	_____	_____	_____	_____	_____
-- Housekeeping and general appearance of room	_____	_____	_____	_____	_____	_____
-- Care of equipment and materials	_____	_____	_____	_____	_____	_____
-- Evidence of good student work/study habits High standards of work encouraged/shoddy work unacceptable	_____	_____	_____	_____	_____	_____
-- Evidence that students are learning self-discipline, cooperation and respect for one another and for authority	_____	_____	_____	_____	_____	_____

EXHIBIT Y

**DELPHOS CITY SCHOOLS
ACCUMULATIVE ACTIVITIES OBSERVED TEACHER and/or PUPIL ACTIVITIES**

1. TYPE OF ACTIVITY OBSERVED LENGTH OF OBSERVATION _____

2. COMMENDABLE POINTS

3. IMPROVABLE POINTS

FOLLOW-UP CONFERENCE

DATE _____

TEACHER COMMENTS (limited to one page)

Signature of Observer/Principal

Signature of Teacher
(The signature does not necessarily mean agreement, only that a conference has been held.)

FINAL RATING 1 -- Outstanding
 2 -- Above Average
 3 -- Satisfactory
 4 -- Weak
 5 -- Unsatisfactory

DATE _____

**Delphos City Schools
Tuition Reimbursement Plan Application
2011-2012 School Year**

Application Deadlines

Application shall be submitted to the superintendent's office prior to the first day of classes of the semester or quarter for which the teacher is applying for reimbursement.

1. Name of Teacher _____

2. College or University
you Plan to Attend
(include address) _____

3. Number of Hours You Plan to Take _____ Semester _____ Quarter _____
(check one)

4. Purpose of Applying for Tuition Reimbursement (check all that apply)

- _____ Re-certification
- _____ Upgrade teaching skills to meet school goals
- _____ Obtain certification to teach a course requested by the administration
- _____ Other (explain) _____

5. Anticipated Hourly Cost of Courses Referenced on This Application \$ _____ per hour

6. Signature of Applicant _____

Date of Application _____

Note: The Board shall allocate a maximum of \$10,000 for the July 1 to June 30 allocation period, and to each successive twelve (12) month period.

Reimbursement shall not exceed 50% of the tuition cost, not to exceed \$120.00 per approved semester hour, or \$90.00 per approved quarter hour – reimbursement shall not exceed the actual cost of tuition.

Payment shall be made upon submission to the Superintendent of an official grade card verifying successful completion of the course or courses, and an official receipt or other documentation acceptable to the Superintendent verifying payment.

(For Office Use Only)

1. Number of Hours Applied For _____
Semester _____ Quarter _____

2. Anticipated Reimbursement to Applicant
based on application #3 and #5 _____

(Note: Official receipt will determine actual payment)

3. Approved _____
Disapproved _____

Superintendent's Signature _____

Date _____