

Loretta Ande



07-22-16  
15-MED-03-0262  
0073-01  
K34616

# **MASTER AGREEMENT**

**Between**

**CONNEAUT EDUCATION ASSOCIATION**

**And**

**THE BOARD OF EDUCATION**

**Of**

**CONNEAUT AREA CITY SCHOOLS**

**July 1, 2016 - June 30, 2018**



**MASTER AGREEMENT BETWEEN  
THE CONNEAUT EDUCATION ASSOCIATION  
AND THE BOARD OF EDUCATION OF THE  
CONNEAUT AREA CITY SCHOOL DISTRICT**

**JULY 1, 2015 TO JUNE 30, 2016**

**CONTENTS**

<b>ARTICLE 1</b>	<b>RECOGNITION.....</b>	<b>1</b>
	A. RECOGNITION OF THE CONNEAUT EDUCATION ASSOCIATION .....	1
	B. RECOGNITION OF BOARD .....	1
	C. RECOGNITION OF SUPERINTENDENT .....	2
	D. MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS .....	2
	E. BOARD POLICY AND ADMINISTRATIVE GUIDELINES .....	2
<b>ARTICLE 2</b>	<b>NEGOTIATING PROCEDURES.....</b>	<b>3</b>
	A. MEETINGS .....	3
	B. REPRESENTATION.....	3
	C. CONSULTANTS .....	3
	D. STUDY COMMITTEES .....	3
	E. INFORMATION.....	4
	F. WHILE NEGOTIATIONS ARE IN PROGRESS .....	4
<b>ARTICLE 3</b>	<b>AGREEMENT .....</b>	<b>5</b>
<b>ARTICLE 4</b>	<b>DISAGREEMENT/DISPUTE SETTLEMENT PROCEDURE.....</b>	<b>6</b>
<b>ARTICLE 5</b>	<b>INTERIM NEGOTIATIONS .....</b>	<b>7</b>
	A. RESPONSIBILITIES.....	7
	B. MEDIATION.....	7
<b>ARTICLE 6</b>	<b>DEFINITIONS.....</b>	<b>8</b>
	A. GOOD FAITH.....	8
	B. MASTER AGREEMENT.....	8
	C. PREVIOUSLY NEGOTIATED AGREEMENTS.....	8
	D. PROFESSIONAL NEGOTIATIONS.....	8
	E. DAYS.....	8
<b>ARTICLE 7</b>	<b>SCOPE OF NEGOTIATIONS .....</b>	<b>9</b>
<b>ARTICLE 8</b>	<b>COMMITTEE WORK .....</b>	<b>10</b>
<b>ARTICLE 9</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>11</b>
	A. DEFINITION.....	11
	B. STATEMENT OF BASIC PRINCIPLES .....	11
	C. PROCEDURE.....	12
	D. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION .....	13

<b>ARTICLE 10</b>	<b>WAGE AGREEMENT .....</b>	<b>14</b>
	A. BASE SALARY .....	14
	B. SEVERANCE PAY .....	14
	C. MILEAGE ALLOTMENT .....	14
	D. SALARY ADJUSTMENTS.....	14
	E. SUPPLEMENTAL SALARY SCHEDULE.....	15
	F. BACKGROUND CHECK REIMBURSEMENT .....	16
	G. 403 (b) SPECIAL PAY PLAN .....	16
<b>ARTICLE 11</b>	<b>FRINGE BENEFITS .....</b>	<b>19</b>
	A. GROUP LIFE INSURANCE.....	19
	B. HOSPITALIZATION, SURGICAL, MAJOR MEDICAL, AND DENTAL .....	19
	C. INSURANCE STIPEND.....	20
	D. COORDINATION OF BENEFITS.....	21
<b>ARTICLE 12</b>	<b>WORKING CONDITIONS .....</b>	<b>22</b>
	A. CALENDAR .....	22
	B. CLASS SIZE .....	22
	C. EDUCATIONAL SERVICE FOR PERSONNEL/SUBSTITUTE TEACHER ASSIGNMENTS .....	24
	D. TEACHERS' DUTIES AND LENGTH OF TEACHERS' DAY .....	24
	E. PAYROLL .....	26
	F. CLASS LOAD .....	27
	G. CONTINUING CONTRACTS .....	27
	H. DRUG-FREE WORKPLACE .....	27
	I. SUBSTITUTE PAY .....	29
	J. PERSONNEL FILES .....	29
	K. PROFESSIONAL ATTIRE.....	38
	L. MASTER TEACHER PROGRAM .....	30
	M. EVALUATION .....	30
<b>ARTICLE 13</b>	<b>LEAVES OF ABSENCE.....</b>	<b>32</b>
	A. HEALTH AND HARDSHIP ABSENCE (SICK LEAVE).....	32
	B. ADDITIONAL ABSENCE WITH PAY (PERSONAL LEAVE).....	35
	C. PROFESSIONAL LEAVE POLICY.....	36
	D. OTHER LEAVES OF ABSENCE.....	37
	E. FAMILY AND MEDICAL LEAVE ACT (FLMA).....	41
<b>ARTICLE 14</b>	<b>EVALUATION .....</b>	<b>42</b>

<b>ARTICLE 15</b>	<b>ASSIGNMENT/TRANSFERS/VACANCIES .....</b>	<b>48</b>
	A. ASSIGNMENTS.....	48
	B. CHANGES IN ASSIGNMENT .....	48
	C. VACANCIES .....	49
	D. JOB SHARING .....	50
<b>ARTICLE 16</b>	<b>ADMINISTRATIVE POSITIONS .....</b>	<b>51</b>
<b>ARTICLE 17</b>	<b>REDUCTION IN FORCE .....</b>	<b>52</b>
<b>ARTICLE 18</b>	<b>LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE .....</b>	<b>56</b>
<b>ARTICLE 19</b>	<b>RESIDENT EDUCATOR.....</b>	<b>57</b>
<b>ARTICLE 20</b>	<b>MASTER AGREEMENT .....</b>	<b>58</b>
<b>ARTICLE 21</b>	<b>ACADEMIC FREEDOM.....</b>	<b>59</b>
<b>ARTICLE 22</b>	<b>TEACHING CONDITIONS.....</b>	<b>60</b>
<b>ARTICLE 23</b>	<b>SENIORITY.....</b>	<b>63</b>
<b>ARTICLE 24</b>	<b>RIGHTS OF THE ASSOCIATION .....</b>	<b>65</b>
<b>ARTICLE 25</b>	<b>COMPLETE AGREEMENT .....</b>	<b>69</b>

### **APPENDICES**

<b>APPENDIX A</b>	<b>GRIEVANCE FORMS.....</b>	<b>70</b>
<b>APPENDIX B</b>	<b>INDIVIDUAL TEACHER OBSERVATION/EVALUATION FORMS.....</b>	<b>74</b>
<b>APPENDIX C</b>	<b>SALARY SCHEDULES FOR INSTRUCTIONAL STAFF – 2016-18 .....</b>	<b>78</b>
<b>APPENDIX D</b>	<b>SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES .....</b>	<b>80</b>
<b>APPENDIX E</b>	<b>SICK LEAVE BANK FORMS .....</b>	<b>82</b>
<b>APPENDIX F</b>	<b>ANTHEM SCHEDULE OF BENEFITS .....</b>	<b>85</b>
<b>APPENDIX G</b>	<b>STANDARDS-BASED TEACHER EVALUATION POLICY 3220 .....</b>	<b>90</b>
<b>APPENDIX H</b>	<b>REQUEST FOR CERTIFIED ASSOCIATION LEAVE.....</b>	<b>102</b>
<b>APPENDIX I</b>	<b>CONNEAUT TEACHER EVALUATION SYSTEM FORMS .....</b>	<b>103</b>

## ARTICLE 1. RECOGNITION

### A. Recognition of the Conneaut Education Association

1. Bargaining Agent: The Conneaut Board of Education, hereinafter called the Board, does hereby recognize the Conneaut Education Association, an affiliate of OEA/NEA, hereinafter called the Association, as the sole and exclusive bargaining agent for the bargaining unit as defined herein.
2. Bargaining Unit Members: The bargaining unit members, hereinafter referred to as "employees" or "teachers" shall mean all certificated/licensed, non-supervisory personnel employed by the Board (including by way of illustration, but not limited to: classroom teachers Pre K-12, Title I tutors, vocational teachers, guidance counselors, librarians, media specialists, learning disability and special education teachers, school nurses, and replacement teachers\*).

\*Replacement teachers after sixty (60) days of continuous service in the same assignment shall be accorded bargaining unit status.

3. Exclusion: The bargaining unit shall not include any personnel employed or to be employed as management level personnel such as: superintendent, assistant superintendent, principal, assistant principal, confidential employees, and supervisors as defined in Section 4117.01 of the Ohio Revised Code.

### B. Recognition of Board

1. The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in Conneaut Area City Schools and as the employer of all certificated/licensed contracted personnel of the school system.
2. Unless specifically agreed to otherwise herein, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each public employer to:
  - a. 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - b. Direct, supervise, evaluate, or hire employees;
  - c. Maintain and improve the efficiency and effectiveness of governmental operations;
  - d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- f. Determine the adequacy of the work force;
- g. Determine the overall mission of the employer as a unit of government;
- h. Effectively manage the work force;
- i. Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

C. Recognition of Superintendent

The Association and the Board recognize the Superintendent as the chief executive officer and primary professional consultant in educational matters to both parties.

D. Membership in Professional Organizations

Both parties recognize that certificated/licensed contracted personnel have the right to organize, to join, and to support any organization for their professional or economic improvement, and that membership in any organization shall not be required as a condition of employment or continued employment.

E. Board Policy and Administrative Guidelines

Each year, the CEA President shall be provided a copy of the Board Policy Book and Administrative Guidelines with current updates. Employees shall have access to the Board Policy Book and Administrative Guidelines in each building and online.

## ARTICLE 2. NEGOTIATING PROCEDURES

### A. Meetings

#### 1. Request for:

- a. Requests for negotiations on items not previously agreed upon shall be submitted in writing by the Association to the Superintendent and to the Board or its designated representatives. Requests from the Board will be made in writing to the President of the Association and to the chairman of its negotiating team.
- b. Requests for negotiations on previously negotiated agreements shall be submitted in identical fashion no later than ninety (90) days prior to the expiration of the contract.

#### 2. Schedule of:

An agreement will be reached by the Board or its representatives and representatives of the Association within five (5) calendar days of either of the above requests as to the time and place of the meeting. The meeting shall be held within fifteen (15) calendar days after the request has been submitted, unless both parties agree to an extension of time. At this first meeting, each party shall submit and describe items to be placed on the negotiating agenda as outlined in Article VII. Additional meetings shall be held at the request of either party, and negotiations shall be completed within ninety (90) days or by a mutually agreed time.

### B. Representation

The Board and the Association shall each be represented at all negotiating meetings by a team of negotiators, not to exceed five (5) members, plus one (1) designated representative. All negotiations shall be conducted exclusively between said teams. Neither party in any negotiations shall have any control over the selection of the negotiating team of the other. Each team shall be clothed with all necessary power and authority to make proposals, consider proposals, and make tentative agreements during the course of negotiations.

### C. Consultants

Each team may call upon and pay for competent professional and lay representatives to consider the matter under discussion and to make suggestions. All participants have the right to utilize the services of consultants in deliberations.

### D. Study Committees

The parties may, upon mutual consent, appoint joint ad hoc study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all

findings to both parties. The reasonable costs for such committees shall be shared equally by the Board and the Association.

E. Information

The Board and the Superintendent agree to release to the negotiating team of the Association, upon request and in reasonable time both before and during negotiations, all regularly assembled information dealing with the financial resources of the district and any other regularly prepared information concerning the school program as normally available to the public.

The Association shall, upon request, furnish all available information on its proposals to the Board's negotiating team.

F. While Negotiations Are In Progress

1. In the event either party wishes to extend the meeting, this meeting will be recessed until a later mutually agreed-upon time.
2. Caucus: Upon request, either party may be permitted to caucus.
3. Protocol: No action to coerce or censure or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.
4. Item Agreement: As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by each party. Initialed items shall not be submitted as unresolved issues at any impasse or dispute settlement procedure.
5. Schedule of Meetings: Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.
6. News Releases: Periodic progress reports may be issued during negotiations to the public provided such releases have the prior agreement of both parties. When consensus has been reached, news releases will be approved by both groups.

### **ARTICLE 3. AGREEMENT**

If consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the Association for ratification not later than twenty (20) calendar days after the agreement is reached. If ratified, said written memorandum of the understanding between the parties shall then be submitted to the Board for its consideration not later than its next regular or special Board meeting. If approved by the Board, the agreement shall become a part of the official minutes of the Board. In addition, it shall (1) constitute a modification of the Articles of this Document, (2) be binding on both parties and, when necessary, (3) be reflected in individual contractual terms. Each party shall receive a signed copy of the Agreement.

#### **ARTICLE 4. DISAGREEMENT/DISPUTE SETTLEMENT PROCEDURE**

The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) calendar days of the onset of the first negotiation session as provided in Article II, Negotiating Procedures. Either party may submit at any time prior to the expiration date of this Agreement, all unsettled issues in dispute to mediation with the Federal Mediation and Conciliation Services (FMCS) in Washington, D. C.

The parties agree that the aforementioned mediation process will constitute their exclusive dispute settlement procedure, which supersedes and replaces the procedures contained in ORC 4117.14; however, the Board acknowledges that the Association retains the right to strike under Section 4117.14 (D)(2), and nothing herein shall be construed to limit the Association's right to strike.

During and subsequent to submission of the ten (10) calendar days notice, mediation shall be utilized by the parties.

## ARTICLE 5. INTERIM NEGOTIATIONS

Since any item of agreement reached through the negotiations process involves good faith and mutual trust, no such item should generally be considered negotiable until the next negotiation period. However, both parties realize that it may be necessary to negotiate an agreed upon item prior to the next negotiation period. Therefore, on request of the Board or the Association and upon mutual agreement, a negotiated agreement or any part thereof may be renegotiated prior to the expiration date.

Also, on request of the Board or the Association, following action by the Ohio General Assembly, changes in federal law, and/or changes in rules and regulations of the State Department of Education, that directly affect any agreement or part thereof in effect, re-negotiation shall occur on any or all parts of the agreement affected by such action.

When re-negotiation has been requested by either party for the above reasons, an agreement will be reached by the Board and representatives of the Association within a reasonable period of time (preferably five (5) calendar days) as to the time and place of the meeting. The meeting shall be held within fifteen (15) calendar days after the request has been submitted, unless both parties agree to an extension of time. Negotiations shall be completed within sixty (60) calendar days or at a mutually agreed time.

Issues which were negotiated but upon which agreements were not reached during this period shall be subject to those disagreement provisions stated below:

### A. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, should utilize mediatory facilities.

### B. Mediation

1. If agreement is not reached within forty-five (45) calendar days prior to the expiration of this Agreement, the parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) and the State Employment Relations Board (SERB) that the issues in dispute are being submitted to mediation and request a mediator from FMCS to assist in negotiations.
2. The mediator shall have the authority to confer separately or jointly with the parties, review pertinent data, and make suggestions and recommendations for settlement.
3. No news release will be given to the news media with regard to the recommendation of the mediator.
4. Cost of mediation shall be shared equally by both parties.
5. The parties agree that the aforementioned mediation process will constitute their exclusive dispute resolution procedure for impasse reached during interim negotiations, which supersedes and replaces the procedures contained in ORC 4117.14.

## ARTICLE 6. DEFINITIONS

### A. Good Faith

"Good faith" involves coming to the negotiating table with the intention of negotiating. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obliged to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.

### B. Master Agreement

"Master Agreement" refers to this entire document. In addition to the Procedural Agreement, it includes all other agreements attached hereto in the form of Articles.

### C. Previously Negotiated Agreements

"Previously negotiated agreements" refers to those agreements currently in effect.

### D. Professional Negotiations

"Professional Negotiations" means conferring, discussing, and negotiating in good faith by a Board of Education or its designated representatives and a recognized teacher organization through its designated representatives in an effort to reach agreement with respect to working conditions and other matters of concern to such Board and organization.

### E. Days

Workday – One of the 182 contracted paid teacher days, excluding calamity days

Calendar Days – Consecutive days

Business Days – Monday through Friday (during summer recess) which is not a holiday as defined in the Master Agreement

## ARTICLE 7. SCOPE OF NEGOTIATIONS

The Association and the Board agree that negotiations in good faith will encompass the following: All matters pertaining to wages, fringe benefits, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

## **ARTICLE 8. COMMITTEE WORK**

Notices of the need for committee work or any group with teacher involvement, shall be posted each school year for one (1) week (five [5] working days) during the regular school year. Those teachers interested shall apply in writing, each school year, to the listed administrator. The final selection of participants from among the applicants shall be reserved to the administration.

Teachers performing committee work shall be granted release time for meetings scheduled during the teacher day.

Teachers performing committee work shall be paid a stipend of thirty dollars (\$30) per hour to a maximum of twenty (20) hours per year for meetings scheduled after the school day or after the regular school year.

Working time spent shall be recorded in a written log. The details of this written log and the actual log itself shall be developed cooperatively by the administration and the CEA.

Payment for these services shall be made at the next regular pay period after timely submission of a completed written log of time spent by the employee.

No teacher can be required to participate on a committee which meets outside of the school day.

## ARTICLE 9. GRIEVANCE PROCEDURE

### A. Definition

1. A grievance is the assertion by a teacher(s) that an event or circumstance adversely affects a teacher's welfare, work, conditions of employment, as a result of misrepresentation, misapplication or violation of a contract, or of this Agreement. The Association may grieve on its own behalf involving those contractual items directly and exclusively relating to the Association.
2. **Appropriate Supervisor:** For the purpose of the grievance procedure, appropriate supervisor shall mean the lowest level administrator having the authority to resolve the grievance.

### B. Statement of Basic Principles

1. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration.
2. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal, coercion or intimidation because of such participation.
3. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
4. Hearings and conferences, excluding arbitration, under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
5. It is agreed that any investigation or other handling or processing of any grievance by the aggrieved teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.
6. The Board and the administration will cooperate with the Association in its investigation of any grievance and, further, will furnish the Association with such information as is available for the processing of the grievance.
7. All time limits herein shall consist of workdays, except that when a grievance is submitted on or after the individual teacher's last workday, time limits shall consist of all business days. The number of days indicated at each level should

be considered a maximum, and every effort should be made to expedite the process.

8. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
9. The Board and administration acknowledge the right of the Association's representatives to participate in the processing of a grievance at any level, and no teacher may be required to discuss any grievance if his representatives are not present.
10. If a grievance appears to arise from the actions of an administrative office other than the principal of a school or is concurrent with a system-wide policy, it shall be submitted at Step 2.

C. Procedure

1. Any teacher or teachers who have a complaint shall discuss it with the Principal in an attempt to resolve the matter informally at that level. The grievant must announce that the meeting is the informal step of the grievance procedure. The parties acknowledge that it is usually most desirable for a teacher and his immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, the Association's representative may intervene to assist in this resolution. However, should each informal process fail to satisfy the teacher, a grievance may then be processed as follows:
  - a. Step 1: The teacher or the Association may present the grievance in writing to the teacher's principal who will arrange for a meeting to take place within four (4) workdays after receipt of the grievance. The Association's representatives, the aggrieved teacher, and principal shall be present for the meeting. The principal must provide the aggrieved teacher and the Association with a written answer on the grievance within six (6) workdays after the meeting.
  - b. Step 2: If the grievance is not resolved at Step 1, then the teacher or the Association may present the grievance in writing to the Superintendent within six (6) workdays after the receipt of the Step 1 answer. The Superintendent shall arrange for a meeting with the representatives of the Association to take place within five (5) workdays of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Superintendent will provide the aggrieved teacher with his decision within five (5) workdays after the meeting.
  - c. Step 3: Mediation (Optional)  
If, after receiving the answer at Step 2, the bargaining unit member remains aggrieved, the Association may request either that the matter be submitted to grievance mediation through the Federal Mediation and Conciliation Service (FMCS), or that the grievance be moved directly to binding

arbitration. The request for grievance mediation must be made in writing to the Superintendent within ten (10) days of receipt of the written decision at Step 2.

If the decision is to proceed to grievance mediation, and the Superintendent agrees to mediation, the parties will notify FMCS and schedule the mediation promptly.

If mediation is agreed upon but is unsuccessful at resolving the grievance, the grievant may proceed to binding arbitration (Step 4).

- d. Step 4: If the Association is not satisfied with the disposition of the grievance at Step 2, or mediation at Step 3, then, within thirty (30) workdays of receipt of the Step 2 answer, or the Step 3 mediation, the Association may submit the grievance to final and binding arbitration under the Voluntary Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings.
  - (1) Neither the Board nor the Association will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
  - (2) The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.
  - (3) Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be shared equally by the parties.
  - (4) Copies of the forms as found in Appendix A shall be used in the processing of each grievance.

#### D. Rights of the Grievant and the Association

1. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
2. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
3. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
4. The Association shall receive copies of all communications in the processing of grievances.
5. A grievance may be withdrawn by the Association at any time without prejudice.

## ARTICLE 10. WAGE AGREEMENT

### A. Base Salary

1. Effective July 1, 2016, Base Salary applied to the negotiated index shall be \$31,236 a 2% increase. G 20+ \$72,155 (See Appendix C)

Effective July 1, 2017, Base Salary applied to the negotiated index shall be \$31,861 a 2% increase. G 20+ \$73,599 (See Appendix C)

2. Effective July 1, 2016, Salary for Tutors employed by the Board, except home instruction tutors, shall be based on years of experience and education based upon Appendix C of this Contract. Tutors shall be paid the equivalent hourly rate of their placement based upon an eight (8) hour workday.

### B. Severance Pay

1. Upon retirement an employee is eligible to receive payment for the following:
  - a. Twenty-five percent (25%) of the unused accumulated sick leave at per diem rate at the time of retirement.
  - b. Maximum not to exceed seventy (70) days
2. An adopted prescribed form will be utilized when applying for sick leave conversion at time of retirement.
3. Sick leave conversion may be applied for and received only once.
4. Acceptance by STRS at time of retirement is required.
5. Per diem is computed using yearly salary at time of retirement exclusive of supplemental contract salary.

### C. Mileage Allotment

The mileage allotment shall be the rate allowed by the Internal Revenue Service at the time the employee incurs the expense.

### D. Salary Adjustments

1. Teachers will be advanced on the salary schedule from one training level to another upon completion of schedule requirements. In order to advance, a teacher must present satisfactory evidence from the training institution that all work required for the schedule requirements has been satisfactorily completed.

The Board shall horizontally move on the salary schedule a bargaining unit member's salary when:

- a. A bargaining unit member attains additional college credits necessary to move to the next salary training classification, and
- b. The bargaining unit member submits a copy of the transcript to the office of the Superintendent.

The Board will act at its next regularly scheduled meeting and the step increase will become effective on the day after board action.

2. When an employee who has been receiving substitute pay completes the necessary requirements to be put on the regular pay scale and is owed back pay, the back pay owed to the employee will be prorated over the remaining pays for the rest of the year.

E. Supplemental Salary Schedule (See Appendix D)

1. Continuous Service Stipend

- a. Supplemental pay for persons who have completed five (5) years of continuous service/assignment in an activity shall be increased by ten percent (10%) of the scheduled rate.
- b. Supplemental pay for persons who have completed ten (10) years of continuous service/assignment in any activity shall be increased by twelve percent (12%) of the scheduled rate.
- c. Coaching a specific sport in any position (i.e., Head Coach, Assistant Coach, 9th/8th/7th Grade Coach, Girls or Boys) shall count as an activity.
- d. Directing Vocal Music at any level (i.e., Elementary, Middle School, or Senior High) shall count as an activity.
- e. Directing Instrumental Music at any level (i.e., Elementary, Middle School, or High School) shall count as an activity.
- f. All other activities shall stand alone when determining continuous assignment/service.

2. Supplemental Payment Option

- a. Supplemental contracts may be paid by lump sum or twenty-one (21) equal pays.
  - b. Complete payment will be made when all supplemental contract obligations have been met (pertains to lump sum or twenty-one [21] equal pays).
  - c. Lump sum payments shall be made in a separate check on a non-payroll Friday according to the following schedule:
    - i. Fall supplemental contracts shall be paid on the first non-payroll Friday following the first regular payroll in December.
    - ii. Winter supplemental contracts shall be paid on the first non-payroll Friday following the first regular payroll in March.
    - iii. Spring and year-long supplemental contracts will be paid on the first non-payroll Friday following the first regular payroll in June.
3. Ninth (9th) grade positions (football, volleyball, boys' basketball, girls' basketball, baseball and softball) are filled at the discretion of the Athletic Administrator. These positions are identified with an asterisk (\*) in Appendix D.

F. Background Check Reimbursement

The Board shall reimburse the total cost of fingerprinting/background checks for all bargaining unit members within thirty (30) days of submission of paid receipts.

G. 403(b) Special Pay Plan

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under Article 10(B) (collectively referred to herein as "Severance Pay") paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Agreement, this arrangement is referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose retirement effective dates are after the date of this Agreement.
2. The terms of the 403(b) Plan shall include the following:
  - a. Participation in the 403(b) Plan shall be mandatory for any employee actively employed on or after May 1, 2008, who would be entitled to Severance Pay, and also is or will be age 55 or older in the calendar year in which the employee retires.

- b. If a retiring employee is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as Severance Pay. The required contribution to the 403(b) Plan shall be made within thirty (30) days of the employee's retirement, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. If there are any remaining amounts, those amounts shall be contributed to the 403(b) Plan, after the first payroll date in January of the following four (4) calendar years, in each such year not to exceed the maximum permitted under the applicable federal income tax law for each year.
  - c. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG Retirement. 403(b) Plan participants shall be required to complete AIG Retirement enrollment forms; and unless and until a member does so, no contribution of severance pay shall be made to under the 403(b) Plan on behalf of the member.
  - d. If an employee retires, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the beneficiary designated by the employee under the 403(b) Plan. In the event no beneficiary was designated by the employee, the Severance Pay will be paid to the deceased employee's estate.
  - e. The Plan year of the 403(b) Plan shall be the calendar year starting with January, 2008.
  - f. Any and all administrative fees and expenses related to an employee's participation in the 403(b) Plan will be the sole responsibility of the retiring employee. The CEA agrees to indemnify and hold harmless the Board, together with its administrators, staff and employees from any and all claims, causes of action, litigation and/or grievances arising from the implementation and operation of the 403(b) Plan, except for matters directly related to the Board's failure to perform the duties and obligations which are expressly required of the Board under the provisions of Section 20.5 of this Agreement.
3. If an employee is entitled to Severance Pay and is not an eligible participant in the 403(b) Plan, that employee will continue to be eligible for any and all severance payments payable in accordance with Article 10(B). The employee may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law.
  4. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check

payments to employees, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the CEA guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA, or check payments made to an employee.

5. In the event the employee is ineligible for the 403(b) Special Pay Plan and dies, the severance will go to the employee's estate.

## ARTICLE 11. FRINGE BENEFITS

### A. Group Life Insurance

The Board will pay all costs to provide a group life insurance program with forty thousand dollars (\$40,000) benefit in accordance with Section F of Board Regulation 4110-b.

Teachers will have the option of purchasing, at their own expense, additional group life insurance at group rates. Payroll deduction will be available for this optional coverage. Enrollment under this option is subject to the requirements and limitations of the carrier.

### B. Hospitalization, Surgical, Major Medical, and Dental

1. The Board of Education shall pay all premiums for family, single, or medifill hospitalization, surgical and major medical insurance plans including prescription drug insurance rider for eligible employees and dental plan. Such insurance shall be provided by the Board in a single plan through the COG applicable to all district employees and set forth in the summary plan documents in Appendix F.

In addition, the Board shall offer a plan that equals the sixty percent (60%) minimum value as defined by the Affordable Care Act, once defined, to eligible employees who may otherwise not meet affordability requirements. This plan may also be offered to any employee who elects the coverage as an option to the existing plan.

- a. Effective September 1, 2016 each bargaining unit member participating in the health insurance program designated in B (1) above shall pay eleven percent (11%) of the premium charged to the Board of Education.
- b. Effective September 1, 2017 each bargaining unit member participating in the health insurance program designated in B (1) above shall pay twelve percent (12%) of the premium charged to the Board of Education.
2. The Board shall cooperate in making available to the employee any information or data necessary to enable the employee to receive pre-tax savings or deductions under the Internal Revenue Code for their premium contributions.
3. The benefits provided shall be in accordance with applicable sections of the CBA including the appendices.
4. The employee may enroll in district provided insurances during the open enrollment period listed below:

Open Enrollment  
September  
January

Coverage Begins  
October 1  
February 1

This shall not preclude new hires or employees eligible because of a change of circumstances as provided by federal or state law to enroll in group insurance at the earliest time allowed by this contract or law.

New employees may be required to pay the premium costs for two (2) months to begin coverage since the District pays premiums one (1) month in advance.

5. Once per covered insured per calendar year a routine mammogram, pap test or PSA test shall be fully covered and not subject to the deductible.

6. Dental Insurance

The Board of Education shall purchase through a carrier licensed by the State of Ohio, family and/or single dental insurance for each employee equal to or exceeding the specifications below. This benefit shall be provided in accordance with Section F of Board Regulation 4110-c.

Specifications

- a. Maximum benefits per covered person – Fifteen hundred dollars (\$1500.00) per year.
- b. Deductible: Individual - Twenty-five dollars (\$25.00) per year, Family - Fifty dollars (\$50.00) per year.
- c. Co-Insurance Amounts:
  - (1) Diagnostic and preventive - One hundred percent (100%).
  - (2) Routine Dental Service - Eighty percent (80%).
  - (3) Major Dental Service - Sixty percent (60%).
  - (4) Orthodontic Service - Sixty percent (60%); lifetime maximum per person, one thousand dollars (\$1000).

7. Vision Insurance

Anthem Blue Vision Plan as indicated in Appendix F.

- C. Insurance Stipend

If an employee is eligible to participate in another insurance plan and wishes to receive the full benefit of the insurance stipend amount, he/she must notify the office of the treasurer prior to June 30 of his/her intent to withdraw from all the insurance programs offered by the district for the coming year, effective July 1. The district will reimburse the employee for his/her share of the premium paid for July.

The insurance stipend shall be two thousand four hundred dollars (\$2400) per plan year.

Any withdrawal from the insurance program after July 1 will result in the stipend amount being pro-rated for the remainder of the year. Employees are reminded that the district must pay premiums one month in advance of the effective date of the coverage.

Employees who wish to re-enroll in the district insurance coverage will have to wait until the next available "open enrollment" period as listed above.

Employees who re-enroll in the district insurance program forfeit any partial claim to the stipend for that year.

D. Coordination of Benefits

In the event that a husband and wife are both employed by the Board, family health insurance (i.e., all insurances except life insurance) will be provided to only one of the employees. The spouses will elect which spouse will enroll for the family coverage to avoid duplication of coverage, the other spouse will not be eligible for the insurance stipend.

## ARTICLE 12. WORKING CONDITIONS

### A. Calendar

1. The calendar for instructional staff will consist of one hundred eighty-two (182) workdays, which shall include:
  - a. One convocation day prior to the day students begin the school year;
  - b. Three (3), two (2) hour records days during regular school hours, one at the end of the first, second and third nine week grading periods. One records day for the purpose of classroom recordkeeping following the last pupil day.
2. Bargaining unit members who work an extended year shall be paid per diem for each day worked. The following shall reflect the extended contracts offered by the district and the number of days involved:

School Nurse*	5 working days
School Counselors	15 working days

\*This extended year shall be offered as grant funds are available.

### 3. Parent-Teacher Conferences

The scheduling of Parent-Teacher conferences shall be done in such a manner as to comply with the following:

- a. The total conference time shall be no more than seven (7) hours for each set of conferences, fall or spring, and shall count as a contractual workday for every seven (7) hours worked.
- b. If conferences are scheduled on a student contact day, there shall be at least thirty (30) minutes of break time between the end of the student day and the start of conferences.

### B. Class Size

1. The Board of Education, through its statutory responsibilities, shall take those steps necessary to bring the district into compliance with all standards of class size and pupil/teacher ratios that may be established by the Ohio Department of Education.
2. Pupils shall not be placed in any classroom in larger numbers than the capacity of the teaching facility and stations available in that classroom unless (a) there is adequate equipment; (b) it can be safely supervised; and (c) its arrangements and alternate work stations or study places are appropriate to the course content.

3.
  - a. Kindergarten through grade two shall not exceed twenty-three (23) pupils per each individual homeroom teacher.
  - b. Grades three through five shall not exceed twenty-five (25) pupils per each individual homeroom teacher.
4. Maximum academic class size/class load for grades 6-12 shall be:
  - a. There shall be a maximum class load of one hundred fifty (150) students with the average class size not over twenty-five (25) students. If a teacher (1) volunteers or (2) is assigned a seventh class in lieu of another assignment (study hall, cafeteria, principal's assignment, etc.), the maximum number of students shall be one hundred sixty-five (165).
  - b. For purposes of clarification, the secondary performing music classes are excluded from maximum class sizes but classes in music (music theory, music history, etc.) are included.
  - c. These maximum numbers of students do not apply to music classes, physical education, middle school resource class, study halls, or cafeteria assignments in kindergarten through 12<sup>th</sup> grade.
5. Implementation/Overload
  - a. Student Enrollment

Between the tenth (10<sup>th</sup>) and fifteenth (15<sup>th</sup>) school day of each semester, teachers will notify building administrators of overloads. The building administrator will have until the first Monday in October or until the third Monday of February to correct the overload. If the overload is not corrected, overload compensation will be paid based on the enrollment on those dates, i.e., first Monday in October or third Monday in February.
  - b. Overload

An overload shall exist when a class size exceeds the limit as set forth in sections B3a, B3b, B4a, B4b.
  - c. Overload Compensation
    - (1) Overload compensation will be paid on the last payday of October and the first payday of March.
      - (a) Compensation shall be paid to each K-5 homeroom teacher with students exceeding the limit at the rate of one hundred fifty dollars (\$150.00) per student per semester above the limit.
      - (b) Compensation for overloads in Grades 6-12 shall be paid fifty dollars (\$50.00) for each additional student over the daily class load per semester.

6. Inclusion

- a. The Board of Education and the Administration in cooperation with the professional staff shall comply with the Board of Education adopted Policies and Procedures for the Education of Children with Disabilities.
- b. Appropriate sections of Board Policy and Procedures for the Education of Children with Disabilities shall be furnished to each teacher upon placement of a student on an IEP.

C. Educational Service for Personnel/Substitute Teacher Assignments

1. The Board of Education, through its statutory responsibilities, shall take the steps necessary to bring the district into compliance with all standards with respect to educational service personnel.
2. Assignment of substitutes: The Board agrees to provide substitutes when a member of the bargaining unit is absent from his/her assignment with the exception of guidance counselors, nurse(s), and speech therapists.
3. A concerted effort will be made to utilize substitutes certified in elementary education when substitutes possess expertise needed in a special class.
4. Meetings during the teacher's day dealing with information from outside vendors shall be announced, and attendance is optional.

D. Teachers' Duties and Length of Teachers' Day

1. All teachers may be assigned appropriate starting and dismissal times for their duties, provided that their total work day will be no longer than eight (8) consecutive hours including their duty-free lunch period. At least two (2) of the PD/meeting/planning times each week shall be reserved for the sole use of the teacher.
2. Elementary teachers shall not be required to perform lunch room or recess supervision duties. Elementary teachers may be required to do no more than one (1) AM or PM duty per day. These duties shall be assigned on a rotating basis within the building.
3. Middle School and secondary teachers will not be required to perform more than three (3) per day of the following non-teaching duties:

Study Hall Monitor	Hall Monitor
Restroom Monitor	Detention Supervision
Pre-School Gym Supervision	Bus Duty

4. A concerted effort will be made to maximize instruction time in a teacher's workday. An equitable distribution of related teacher duties will be attempted with an effort to minimize those duties. It is recognized that faculty meetings can

be abused both in number and in length, and it is further recognized that meetings should not be called to disseminate information that could be distributed through the use of a bulletin.

5. Fund raising activities that involve teachers will be established for the school year with teacher input through principal/teacher discussions. No teacher shall be required to participate in fund raising activities with the exception of class advisors who shall be bonded.
6. All teachers (full-time and part-time) shall be scheduled for a planning period and thirty (30) minute duty-free lunch each day.
  - a. Elementary teachers (Pre K-5) shall have at least thirty (30) continuous minutes per day of planning time which shall be scheduled during the student day.
  - b. The Board shall take all reasonable steps to provide each elementary teacher with an additional thirty (30) minutes of planning time for every five (5) instructional workdays.
  - c. Middle school and high school teachers shall have one planning period per day during the student day. This planning period shall be the length of a standard class period.
7. Every effort shall be made to find a regular substitute for a teacher who is absent. However, all teachers may sign a supplemental contract to substitute during planning periods. Teachers may volunteer to cover various classes when a regular substitute is not available. Assignments shall be made in the following order of preference: (1) substitutes or (2) volunteers who hold contracts; (3) persons who do not hold contracts who have not volunteered (on a rotating basis); and (4) bargaining unit members without regular planning period on emergency basis only (e.g., guidance counselors, nurses, specialists).

A regularly employed teacher shall be reimbursed by the Board at the rate of .0006 of the BA base for each class period substituted. If two or more teachers split the classroom coverage period, the reimbursement shall also be split.

8. Calamity Days and Delayed Start
  - a. No later than 6:00 am a decision will be made to close or delay the opening of schools. This decision will be communicated via various media outlets.
  - b. When an announcement of a two (2) hour delay occurs, all bargaining unit members will adjust their arrival time by two (2) hours. This adjustment will occur without loss of pay to both salary and hourly bargaining unit members.
  - c. Should the weather continue to deteriorate, a decision to close schools will be made no later than 7:30 am and communicated to the media for dissemination.

- d. After the first five (5) declared calamity days which result in school closure, all bargaining unit members will report on days when non-hazardous road conditions exist (i.e. extreme cold days). No more than one-half (1/2) of the day shall be used as professional development with the remainder to be used by teachers at their discretion.

Any calamity day in excess of five (5) will be made up by teachers and students. Scheduling of these days will be mutually agreed upon by CEA and the Superintendent.

E. Payroll

- 1. a. The employee contribution to the State Teachers Retirement Systems will be deducted on a twelve (12) month basis.
- b. Employees shall be permitted to purchase STRS credit through payroll deduction under STRS regulations and (O.R.C. §3307.281).
- 2. Bargaining unit members will receive compensation every other Friday throughout the calendar year. Included in the first pay of the contract year shall be a list of the dates for pay days. Two (2) months following ratification of this contract all employees will be required to use direct deposit at the financial institution of their choice.
- 3. Those serving on supplemental contracts for extra-curricular activities shall have the option of receiving payment in twenty-one (21) equal installments with payroll or payment in full amount of contract upon completion of an activity. The employee must notify the Treasurer of choice of payment prior to the first payroll of the school year, or at time of signing of a supplemental contract if a contract is awarded during the school year.
- 4. Payroll deductions for FCPE and professional dues shall be deducted from the number of paychecks designated by the Association. The Association shall provide the Treasurer appropriately signed authorizations at least ten (10) working days prior to a mutually agreed upon date before the initial deduction.
- 5. The Board shall make the following deductions every other Friday upon vendor's timely provision of invoices. Approved deductions include, but are not limited to:

CEA dues	Insurance
STRS Credit Purchase	U.S. Savings Bonds
Credit Union	OEA-FCPE
United Way	Tax-Sheltered Annuities
C.D.C.	Cancer Insurance

- a. The Board shall provide access to Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section 403(b) providers otherwise comply with the

requirements of the Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will, among other things, obligate the provider to comply in operation with the requirements of IRC Section 403(b) and to indemnify the Board for non-compliance with applicable law, and (ii) having at least five employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School District shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.

- b. The Board shall permit employees to elect to defer compensation under a deferred compensation plan which satisfies the provisions of IRC Section 457(b) (the "457 Plan"). The 457 Plan is sponsored by the Ohio Public Employees Deferred Compensation Program that has been established pursuant to Chapter 148 of the Ohio Revised Code.

F. Class Load

1. Enrollment, student requests, facilities, and staffing are variables that affect a secondary teacher's class load.
2. It is not the intent of the Superintendent to create secondary teaching assignments that include several preparations; however, in situations where a secondary teacher may be required to have more than three (3) teaching preparations, the teacher concerned shall be consulted as soon as the administration becomes aware of the situation.

G. Continuing Contracts

Continuing contract status shall be granted pursuant to ORC 3319.11.

H. Drug Free Workplace

1. Testing

The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances:

- a. Post-offer, pre-employment testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Return to work assessment

The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:

2. Post-Offer, Pre-Employment Medical Examination and Drug Testing

As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug test conducted by a contractor the Board designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening, and the determination by the Board and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

3. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing and presented to the employee at the time the test is requested. A reasonable suspicion test occurs based on:

- a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use
- b. A pattern of abnormal conduct or erratic behavior
- c. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test

Any observation made must be by a trained supervisor. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both. A CEA representative from each building will be invited to attend the supervisory training session.

4. Post-Accident Testing

Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

- a. A fatality of anyone involved in the accident
- b. Bodily injury to the employee and/or another person that required off-site medical attention away from the Board's place of employment
- c. Vehicular damage in apparent excess of \$2000.00
- d. Non-vehicular property damage in apparent excess of \$2000.00

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

5. Follow-up Testing after Return-to-Duty from Assessment of Treatment

This test occurs when an employee who has tested positive is not terminated because of a decision made not to terminate under the Rehabilitation Option described in section E of this section of this article. A negative "return-to-duty test" is required before the employee will be allowed to return to work. If the employee fails this test, such an event will constitute grounds for termination of employment.

At no time shall the District undertake any random drug testing that is not required by Federal or State law.

Any employee who is required to be tested shall be paid a minimum of one (1) hour or the actual time, whichever is greater.

6. Rehabilitation Option

Any employee who tests positive for use of alcohol or drugs may elect to seek rehabilitation through an approved treatment program in lieu of termination provided the employee is otherwise eligible for continuing employment and it is his/her first positive test. A Re-entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by any employee electing this Rehabilitation Option. Rehabilitation shall be entirely at the employee's expense and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

I. Substitute Pay

When an employee who has been receiving substitute pay completes the necessary requirements to be put on the regular pay scale and is owed back pay, the back pay owed to the employee will be prorated over the remaining pays for the rest of the year.

J. Personnel Files

1. The Board agrees to maintain one (1) official personnel file which will be located at the Board of Education office building.
2. All materials placed in the teacher's personnel file after initial employment, other than confidential letters of reference, shall be available for inspection by that teacher during regular business hours of the Board of Education office. Requests for inspection shall be made in writing.
3. If possible, said file inspection shall take place within one (1) work or business day of the request to the Superintendent, but no later than five (5) work or

business days (excluding Saturday, Sundays and holidays) of the request unless mutually extended by the Superintendent or his/her designee and the teacher.

4. Any teacher who elects to review material in his/her file may be accompanied by a representative of his/her choice along with an administrative representative.
5. All material placed in a teacher's personnel file shall be dated.
6. The initialing and signing of any material by the teacher, including any and all observation and evaluation forms, is merely an acknowledgement of having seen the material and does not necessarily indicate agreement or disagreement.
7. No material shall be placed in the teacher's file that comes from an anonymous source.
8. Any adverse material and/or parental complaints shall not become a part of the official personnel file or be used in disciplinary decisions unless shared with the teacher.
9. Each teacher shall be provided with copies of any adverse materials within ten (10) work days after receipt and before placement in the file. The teacher shall have the opportunity to reply in writing to the adverse material within ten (10) work days after receipt of a copy of such material and the reply shall be placed in his/her file along with the adverse material. Any adverse material, other than those related to charges of child abuse, shall be removed after ten (10) years at the teacher's written request if the actions or behaviors noted in the adverse material have not recurred within the ten (10) year period.
10. A teacher, at his/her request, may have written statements entered into his/her personnel file which pertain to special awards, honors, recognition, or other accomplishments that indicate the type of person he/she is, if he/she can substantiate the validity of such.
11. Nothing shall be taken out of the teacher's personnel file without the consent of the teacher.
12. No file shall be removed from the Board office except by court order.

K. Professional Attire

Teachers are expected to be "role models" and to project a professional image to students, parents and the community.

L. Master Teacher Program

The Board will continue participation in the Ashtabula County Master Teacher Program.:

M. Evaluation

No bargaining unit member shall be requested or required to evaluate another bargaining unit member. This shall not apply to section L of this article.

## ARTICLE 13. LEAVES OF ABSENCE

### A. Health and Hardship Absence (Sick Leave)

1. The Superintendent of Schools shall be the "responsible administrative official" for the application and enforcement of these regulations and, in all cases, shall be guided by the principles, rules, and definitions herein set forth.
2. Employees who, at the beginning of the school year in September, have to their credit fewer than five (5) days of sick leave shall at such time have added to their existing accumulations, if any, sufficient credit to bring their total sick leave credit to five (5) days, and such employees shall accumulate further sick leave only after such time as the amount so added shall have been earned at the rate of one and one-fourth (1-¼) days per completed month of service. The accumulation of sick leave shall be three hundred fifteen (315) days. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements, nor is the Board limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave, subject to the protections of this Contract and/or under law. Bargaining unit members who have exhausted sick and other authorized leave must qualify for, seek, and be granted unpaid leave from the Board pursuant to ORC 3319.13 or be in another authorized leave status to preserve a right to return to employment.
3. The previously accumulated sick leave of a teacher who has been separated from public service shall be placed to his/her credit upon employment by the Conneaut Area City Schools, provided that such employment takes place within ten (10) years of the date of the last termination from public service.
4. If the absence of any employee is due to an accident or injury to the employee which is compensable under the rules governing Worker's Compensation, it shall be the duty of the employee to apply for such compensation, and the Board of Education shall then be liable only for the difference between compensation allowable by the Industrial Commission and the normal payments herein authorized.
5. A teacher may, at his/her discretion, use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Such leave shall be limited to maximum sick leave accumulated by the teacher. Immediate family for purposes of this policy shall include: spouse, children, father, mother, brother, sister, in-laws, grandparents, or those who clearly stand in the same relationship as any of those so specified. A teacher may also use sick leave for absence due to pregnancy or adoption. Such leave is limited to a period of time prior to birth or adoption process and a period of time afterwards for recuperation or adjustment period. The length of time prior to birth and length of time for recuperation shall be determined by the attending physician in a statement to the Board of Education.

6. Sick leave may be used upon approval of the Superintendent of Schools for a period of one (1) day or less to attend the funeral of other relatives or close friends.
7. Accumulated sick leave will appear on each pay stub.
8. Sick leave use shall be recorded in one-fourth (1/4) of a day increments and reported via an electronic system.
9. When an employee has used twelve (12) sick leave days for personal illness in a school year, the employer may request the employee to provide a physician's statement to cover subsequent absences.
10. Sick Leave Bank
  - a. A Sick Leave Bank is a voluntary program for participating CEA members.
  - b. Only participating members may benefit from the program. To become a participating member of the Sick Leave Bank, a bargaining unit member must donate two (2) sick days during the open enrollment period.
  - c. Each year during the month of September, each bargaining unit member may donate two (2) days per year to the Sick Leave Bank by completing a Sick Leave Donation Form and sending this form to the Conneaut Area City Schools Treasurer. Donated days will be deducted from the second pay period in October.
  - d. Once a bargaining unit member donates sick leave to the bank, the donation is irrevocable. The sick leave donation shall be immediately deducted from the bargaining unit member who donated the sick leave and placed into the Sick Leave Bank.
  - e. Donated days will not count against the stipend for non-use of sick days.
  - f. Once the bank reaches five hundred (500) days, only new members to the bank will be required to contribute in order to establish membership.
  - g. Qualifications for Requesting Use of the Sick Leave Bank
    - (1) Sick Leave Bank days are for employee illness only.
    - (2) All sick leave, personal leave and vacation leave (if applicable) have been exhausted.
    - (3) The bargaining unit member has contributed to the Sick Leave Bank.
    - (4) Sick Leave Bank days will be granted only in cases of absence that comply with the language of the Master Agreement for sick leave

usage.

- (5) Sick days earned during the absence will be accrued by the employee who uses the sick leave bank.
- (6) Sick bank days may not be used in lieu of disability retirement
- (7) Members who are receiving temporary disability payments for the Workers' Compensation Bureau are not eligible to receive sick leave bank days.
- (8) A member requesting sick leave bank days for a mental/emotional disability must be under the care of a licensed physician, psychiatrist, or psychologist.
- (9) Sick leave bank grants will end as of the last workday of the school year. Sick leave bank grants will not automatically be carried over from one school year to another.
- (10) No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that she/he is receiving benefits from the Sick Leave Bank.

h. Administrative Review

- (1) A participating member may draw on the Sick Leave Bank by making a request through the Superintendent or designee who shall inform the CEA President of the request.
- (2) The Sick Leave Bank Committee comprised of five members of the CEA appointed by the CEA President shall make the decision regarding requests. The decision of the Committee shall be made by majority vote within ten (10) working days of the request.
- (3) The Sick Leave Bank Committee shall notify the Treasurer's office in writing of the participant and the number of sick leave days granted within two (2) working days of the decision.
- (4) The decision of the Sick Leave Bank Committee shall be final, binding and not subject to the grievance procedure, court action or any appeal. The Association agrees to indemnify and hold harmless the Board of Education from any and all claims, grievances, actions, or litigation involving the implementation and operation of the Sick Leave Bank, except for such matters which are expressly established as the Board of Education's responsibilities and/or duties in the Master Agreement regarding the Sick Leave Bank.
- (5) The minutes of each meeting of the Sick Leave Bank Committee will be provided to the Treasurer.

- (6) The Sick Leave Bank Committee shall take all necessary steps to insure the confidentiality of its decisions.
- (7) The Sick Leave Bank Committee has the right to request documentation and/or reports from physician(s) or other related documentation to substantiate any request for Sick Leave Bank use.
- (8) In the event that a member is physically unable to make a request to use the Sick Leave Bank, a family member or agent may file the request on the member's behalf.

i. Distribution of Days from the Sick Leave Bank

- (1) When a bargaining unit member's request is approved, the days shall be granted up to a maximum of thirty (30) days per year. These days shall be deposited into the employee's sick leave account. All unused days shall be returned to the Sick Leave Bank.
- (2) At any time the Sick Leave Bank falls below seventy-five (75) days, all members of the Sick Leave Bank shall be required to donate one (1) additional day. Anyone unwilling to contribute an additional day upon this request shall be removed from Sick Leave Bank membership.
- (3) Sick Leave Bank days cannot be used to extend a pregnancy leave beyond a total of thirty (30) working days combined between personal sick leave days and Sick Leave Bank days for a normal, uncomplicated vaginal birth. The sick leave bank can only be used during maternity leave in situations where there is a serious medical complication during pregnancy and/or childbirth or following childbirth.

B. Additional Absence with Pay (Personal Leave)

1. Each member of the professional staff will be allowed three (3) days of personal leave each school year without loss of salary to transact personal business or attend to affairs of a personal nature which cannot be conducted outside the regular school day. The teacher should make notification as far in advance as possible, but is not required to state the reason for the leave.

Personal business days will not be cumulative.

2. At the discretion of the Superintendent, and in accordance with the above stated guidelines, additional unpaid time may be granted under this policy for extenuating circumstances. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member, nor is the Board limited in taking appropriate disciplinary action for any unauthorized absence without approved leave, subject to the protections of the Contract and/or under law.
3. Advance Notice: Each member of the professional staff who wishes to be absent for personal business reasons must notify the principal or immediate supervisor

of his absence. Notification must be given forty-eight (48) hours in advance of the absence, unless the absence is an emergency. Notification shall be provided by electronic system.

4. All personal business days must be approved by the Superintendent to be eligible for compensation.
5. Up to one (1) unused personal day may be carried over to the next school year with an application made by the member before the end of the school year.
6. If a member elects not to carry over a personal day or has extra personal days after the carry over of one (1) personal day, these shall be converted at the end of each school year thereafter to accumulated sick leave.
7. Personal business days shall not be deducted from the teacher's accumulated sick leave.
8. A member can only have a maximum of four (4) personal days in any given school year.
9. A personal business day taken the day before or the day after a school vacation/holiday, when classes are in session shall be charged as one (1) day for each one (1) day taken.

Vacation/holidays included herein are: Thanksgiving, Winter Break, Spring Break and Memorial Day.

10. Personal leave use shall be recorded in one-fourth (1/4) of a day increments.

#### C. Professional Leave Policy

1. Purpose: Certificated/licensed personnel holding a provisional or higher certification/license may be granted a leave of absence for professional improvement by submitting a program of study in a recognized college or university for approval to the Superintendent. Upon the recommendation of the Superintendent, the Board may grant the leave of absence.
2. Eligibility: An applicant must have completed a minimum of six (6) years of service ("year" as applied to service means actual service of not less than 120 days within a school year) in the Conneaut Area City School System immediately preceding the professional leave. Anyone receiving a professional leave may apply for an additional leave each five (5) year period. However, requests for a second or subsequent leave will have lowest priority of leave available.
3. Quota: Professional leaves will not be granted to more than two percent (2%) of the certificated/licensed teaching staff for any given year.
4. Length of Leave: Leaves may be granted for up to one (1) full academic year. Under unusual circumstances, a leave may be granted for one semester.

5. Compensation: Compensation from the Board shall be the difference between the substitute's pay and the teacher's expected salary.
6. Rights and Privileges: In accepting a professional leave, a certified employee retains all rights of tenure, retirement, insurance, etc., and automatic increases in salary as determined by the appropriate schedule as though teaching during the period of leave. A classroom teacher receiving a professional leave shall return to his original assignment with the following provision: that a qualified teacher be hired with the understanding that his/her employment will only be for one year duration.
7. Applicant Responsibility: The applicant must submit a "Professional Growth Plan" to the Superintendent in writing. A detailed report showing satisfactory completion of the approved plan must be submitted in writing to the Superintendent at the end of the leave.
8. Obligation: The grantee is required to return to employment in the Conneaut Area City School System for one (1) year immediately following the "leave," or to refund the sum of paid hospitalization and the salary received from the Board during the leave.

Failure to complete satisfactorily the approved professional growth plan shall result in refunding the salary received from the Board during the leave, and forfeiting the "rights" for the year of professional leave to retirement and automatic salary increase.

9. Application and Instruction: Appropriate forms for use in applying for professional leave, and for verifying successful completion of the leave will be provided by the Superintendent. The completed application and required information for leaves for the following school year must be filed with the Superintendent by April 1. Each applicant will be notified of approval or disapproval of his application as soon as practicable but not later than May 15. In addition, the Superintendent shall provide instructions regarding procedures to be observed in applying for a professional leave, and in filing verification of successful completion of the approved professional growth plan.

#### D. Other Leaves of Absence

1. General: (No more than three percent (3%) of the teaching staff may be on leave of absence during any given year).

A teacher desiring a leave of absence for any reason shall apply in writing to the Superintendent stating the purpose and length of the proposed leave. A leave of absence may be granted upon recommendation by the Superintendent and approval by the Board of Education. All leaves of absence except Professional Leaves shall be without pay, accumulation of sick leave days, payment of retirement, or hospitalization. However, a teacher may continue the group hospitalization insurance at his own expense, the total premium to be deducted from the last pay check from the Board.

Previously established rights to tenure shall be maintained. A year's leave of absence shall not advance a teacher on the salary schedule unless he was on a professional leave, in the armed services of the United States or auxiliaries thereof, or in a position of regular full-time teaching.

A teacher returning from a leave of absence and desiring to be reinstated in his/her former position must convey such intention to the Superintendent of Schools on or before the first day of April prior to the school year in which the teacher is returning from leave of absence. Every consideration will be given to return the leave grantee to the teaching position held prior to the leave of absence. Nothing in the leave of absence policy guarantees the right to administrative, supervisory, or other "supplementary contract" positions.

2. **Peace Corps, Exchange Teacher Leave, Government Teaching:** A leave of absence without pay up to two (2) years will, upon the approval of the Superintendent, be granted to any teacher who joins the Peace Corps, VISTA, serves as an exchange teacher, or in either of such programs. Upon return from such a leave, a teacher will be considered as if he had been actively employed by the Board during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent provided he was engaged in teaching during the leave.
3. **Compulsory Absence:** Any teacher served with a subpoena resulting in involuntary absence will be paid his full salary. Any teacher served with a warrant resulting in involuntary absence will be paid his full salary if found not guilty.
4. **Military Leave:** Any teacher who enters the armed forces of the United States or the auxiliaries thereof and who returns from such service with other than a dishonorable discharge shall be re-employed by the Board of Education under the same type of contract held at the time of entering the armed forces. Application for reinstatement must be made not later than thirty (30) calendar days prior to the beginning of a semester and not more than ninety (90) calendar days after discharge or release from the armed forces.

Years of absence for military service shall be counted as though teaching had been performed for the purposes of placement on the salary schedule. For salary purposes, the total months of duty shall be divided by twelve (12) and salary credit given for each full year of service. A partial year of eight (8) months or more shall be counted as a year for salary purposes.

5. **Professional Improvement:** The Board shall pay the expense (including fees, meals, lodging, and transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or the advance approval of the principal and Superintendent for particular purposes of professional improvement to the school system and/or the individual participating.

6. Maternity Leave

- a. Provisions:

- (1) The Conneaut Area City Board of Education has provided that maternity leave without pay may be granted to any pregnant employee who is employed by the Conneaut Area City Schools, providing they meet minimum qualification standards for reemployment and certification, and providing their evaluation ratings are satisfactory.
  - (2) Maternity leaves of absence shall become effective upon approval of the Board of Education following:
    - (a) Request of teacher or employee.
    - (b) Medical recommendations.
- b. Application for maternity leave should be made prior to the beginning of the third trimester of pregnancy to the Superintendent and shall be accompanied by a doctor's statement giving the anticipated date of delivery and recommended length of time the employee may work. Such leave may commence at any time as provided in items a., (2), (a) or (b).
- c. Duration of Leave:
- (1) Maternity leave may extend to a total of one (1) calendar year, plus any remaining portion of the school year which may be in progress, except in extenuating circumstances as determined by the Superintendent.
  - (2) Extension of up to one (1) year may be granted by the Board provided the employee has made application for such extension.
  - (3) Where circumstances make desirable an earlier termination of such leave, application may be made to the Superintendent explaining the reason for the request.
- d. Reassignment:
- (1) Assignment of personnel returning from maternity leave shall be made before the beginning of the school or at such time thereafter as vacancies permit such assignment.
  - (2) A teacher returning from an approved maternity leave shall have the right to be assigned to the same position held prior to leave, if position still exists, or to be assigned to a position of like nature. A conference will be held with the Superintendent concerning reassignment and current vacancies.

7. Parental Leave:

- a. An employee who becomes the parent of a newborn or adopted child shall have the right to an unpaid leave of absence for a period not to exceed one (1) year from date of birth or the date of adoption. Upon request of the

employee, the Superintendent shall grant an unpaid leave of absence not to exceed one (1) year for the purpose of child rearing.

- b. Application for parental leave should be filed at least thirty (30) calendar days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) calendar day rule may be waived; however, the employee must notify the Superintendent at the earliest opportunity of the intent to take parental leave.
8. Leave of Absence for Reason of Health: Any teacher whose personal illness extends beyond the maximum accumulated number of days specified in the Board Policy may be granted a leave of absence without pay not to exceed two (2) years. Upon presentation of a doctor's certificate indicating good physical health, the teacher will be returned to a teaching position commensurate with that held before the leave of absence was granted. Application for reinstatement must be made sixty (60) calendar days before the beginning of the second semester.
9. Assault Leave:
- a. When a physical assault occurs on an employee, the employee has the right to defend himself/herself and/or obtain assistance.
  - b. An employee who is required to be absent due to a physical disability resulting from an unprovoked assault, which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school-sponsored function, shall be eligible to receive assault leave. Upon determination of eligibility by the Board and/or its designees, such leave may be granted for not more than one hundred eighty (180) workdays upon the employee delivering to the Treasurer a signed statement on forms prescribed by the Board. Such leave shall not be charged against sick leave. Such statements will indicate the nature of the injury, the dates of its occurrence, the identity of the individual(s) causing the assault and the facts surrounding the assault. The employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
  - c. Full payment for assault leave, less Worker's Compensation and/or unemployment compensation, shall not exceed the employee's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. After seven (7) workdays of absence or as soon thereafter as possible, an assaulted teacher shall apply for Worker's Compensation and sign an agreement with the Board to allow compensation received for this absence to be paid to the Board.
  - d. Where the employee exhausts the assault leave, he/she may use sick leave.
  - e. Where the assaulted employee becomes eligible for benefits under the State Teachers Retirement System because of any disability or because of

age, or where the member's employment by this district ceases, this leave provision shall no longer apply.

10. Association Leave

The Association may be granted up to three (3) workdays of leave per school year for Association business. This leave is to be used to allow school delegates to attend the annual delegate assembly of the Ohio Education Association. The Association President shall request such leave at least twenty-four (24) hours in advance through the Superintendent or his designee.

The Association shall be granted up to nine (9) workdays of leave per school year to conduct Association business as designated by the Association President. The Superintendent shall secure a sub immediately upon receipt of the request for the use of this leave.

11. Any teacher who is absent three (3) workdays or less per contract year, excepting professional leave and Association leave, shall be eligible to request payment for one (1) unused sick leave day at their current daily rate. Said sick leave shall be subtracted from the total accumulation.

E. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, "12 month period" is defined as the "12 month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to the employee). The member is entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date FMLA leave is taken. The next twelve (12) month period commences with the first time FMLA leave is taken after the completion of any previous twelve (12) month period. The Board will utilize the most current FMLA forms provided by the U.S. Department of Labor in the processing of FMLA leaves.

## ARTICLE 14. EVALUATION

### A. OTES

For OTES teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in Appendix G which has been mutually developed by the parties. All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract, including the right to grieve any employment action affected due to an adverse evaluation without just cause.

Any revisions to the Board's Standards-Based Teacher Evaluation System must be bargained prior to implementation in accordance with law.

The parties agree that those individuals who have received an Accomplished or Skilled rating on their most recent summative evaluation will have their summative evaluation cycle staggered to equalize the evaluation load of the Administrators. All affected individuals will be notified no later than September 15, 2015 which year their full evaluation cycle will occur.

### B. Evaluation Review Committee

An Evaluation Review Committee (ERC) will be formed to provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to the development and subsequent revision of the Standards-Based Evaluation System (Appendix G), as well as assistance in the development of Student Learning Objectives (SLO's), in addition to making recommendations to the Board and Association for approval to changes to this Article for Non-OTES teachers.

#### 1. Composition

In addition to participating administrators, the Committee shall be comprised of four (4) bargaining unit members appointed by the Association President.

#### 2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the Committee must be OTES trained prior to beginning their work.
- c. The Committee will establish by mutual agreement a meeting calendar and timeline for work completion. At the initial meeting, the Committee will develop the ground rules by which the Committee will operate.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.
- e. All decisions of the committee and any subcommittees established by the

committee will be achieved by consensus.

3. Compensation

Any Committee work required outside of the work day will be paid at the rate set forth in Article 8.

4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

C. Non-OTES Members

Success in teaching is a joint responsibility of the teacher and administrator. It must be a cooperative effort on the part of both to achieve desirable achievement.

The Conneaut appraisal plan recognizes the principal as the educational leader of the school. It is his responsibility to work closely with staff members through supervision. Appraisal is a part of the overall program of supervision.

SPECIFIC OBJECTIVES OF EVALUATION – Non-OTES

The purpose of evaluation expressed in specific objectives is to determine:

1. The strengths and weaknesses in individual performance as a basis for improvement.
2. The teacher's effectiveness in the use of instructional materials, equipment, and resources.
3. The teacher's ability to develop an atmosphere conducive to learning.
4. The teacher's pursuit of professional growth.
5. The teacher's ability to maintain good staff relationships.
6. The teacher's ability to promote good public relations for the good of the school program.
7. The competency of a teacher when there is a question of rehiring or transfer.
8. The teacher's eligibility for promotion or advancement.

## PROFESSIONAL RESPONSIBILITIES – Non-OTES

A classroom teacher's job has many facets. An adequate evaluation of a teacher's performance cannot be made without a picture of the full scope of the responsibilities of the position. Briefly stated, they are:

### A. Instructional Competence

1. Demonstrates a proficiency in the use of instructional materials and equipment in establishing an environment for learning.
2. Plans to direct, to enrich, and to evaluate the learning experiences of the pupils in accordance with their individual needs and capacities.

### B. Teacher-Pupil Relationships

Counsels, guides, and disciplines pupils as individual personalities.

### C. Staff Relationships

Has a good working relationship with the faculty, administration, and other school employees. Judgments concerning this appraisal area will be made in formal and informal observations conducted in all facets of the school program.

### D. Public Relations

1. Conscientiously reports pupil progress and cooperates with parents in planning for improvements.
2. Supports Board policies and the school program throughout the community.

### E. Personal Qualities

1. Displays such qualities as emotional stability and a wholesome attitude.
2. Exercises good judgment in appearance, speech, and manner.
3. Is punctual and regular in meeting all obligations of position.

### F. Professional Growth

Participates in educational programming, in-service activities, committee assignments, and extended study and/or travel.

### G. Related Duties

Maintains and submits accurate and prompt pupil and school records.

## PROCEDURE FOR EVALUATION – Non-OTES

1. Every teacher, prior to observation, shall be advised as to the evaluation procedure and instructions which are provided for by policy. The teacher shall be informed as to who shall observe and evaluate his/her performance. Each new teacher shall be provided with a copy of the formal evaluation form to be used.
2. All visits to the classroom for the purpose of, or resulting in the evaluating, observing, or judging of the attitude, character, or performance of a teacher shall cause a written report to be made with a copy given to the teacher.
3. If a report is written as a result of the observing, evaluating, or judging of a teacher's attitude, character, or performance outside the classroom and placed in any administrator's teacher personnel file, then a copy shall be given to the teacher.
4. A conference will be held within five (5) workdays of the observation. A copy of the report will be given to the employee one workday prior to the conference.
5. During this conference, if the written report indicates any item which needs improvement, then the Professional Performance Improvement Target Form (PPITF) will be completed by the observer and the employee. Outside assistance may be requested by either or both parties.
6. If there is a target on the PPITF that is not fully accomplished, the principal shall have the discretion to observe and formally evaluate the following year, according to the employee's contract status.
7. The teacher's and the administrator's copies shall be signed and dated by both the teacher and the administrator.
8. In the event that the teacher feels the written report is incomplete or unjust, he/she may put his/her objections in writing and have them included in the report to be placed in his/her personnel file.
9. Additions, corrections, deletions can be made before the written reports are signed by both parties, but in the event that new or additional information is to be added, it should be written as a new report subject to all items in this procedure.
10. All procedures of evaluating, observing, or judging a teacher's performance shall be conducted openly and with the full knowledge of the teacher.
11. Each teacher shall have the right upon request to have present a representative of the Association when being reprimanded, warned, or disciplined for any infraction in professional performance, or for any action taken as the result of aforementioned within a period of two (2) workdays or longer by mutual agreement. The principal shall have the same right.
12. If any teacher feels that the conditions of his/her employment are affected due to adverse evaluation, without just cause, he/she is entitled to use the professional

grievance procedure. All information forming the basis for disciplinary action will be given in writing to the teacher.

A first year teacher may be non-renewed without just cause as long as the teacher fails to correct documented performance deficiencies. A first year teacher shall be defined as a new bargaining unit member that has not had at least one (1) full year of public school teaching experience.

13. There shall be a compilation of periodic observations of the teacher's professional services made prior to formal evaluation.
14. Observation and evaluation records shall show evidences of continuity and the variety of services in various subjects and classes examined.
15. Observation and evaluation will continue regularly throughout the teacher's service, although the supervisory burden will naturally be greater in the early years of teaching service.

#### PROCEDURES FOR OBSERVATION AND EVALUATION – Non-OTES

SECTION 1: This process applies to the following: first year employees, second year employees, all other Limited Contract employees and employees applying for a Continuing Contract.

1. The employee will attend an observation/evaluation organizational meeting with the building principal prior to October 1.
2. Between October 1 and mid-December, the employee shall receive two observations and one evaluation. If there are "Needs Improvement" ratings on any of the observations, the principal shall have the option for one more observation.
3. From February 10 to April 1, the employee shall receive two observations and one evaluation. If there are "Needs Improvement" ratings on any of the observations, the principal shall have the option for one more observation.
4. A conference will be held within five (5) workdays of the observation. A copy of the evaluation report will be given to the employee one workday prior to the conference.
5. The evaluator and the teacher being evaluated will discuss and sign the evaluation form. No evaluation form will be used outside the Conneaut System; that is, no evaluation form will be sent to another school system except upon request of the teacher.
6. After the first two years a limited contract employee shall be observed every three years.
7. Student test scores shall not be referenced in a teacher's evaluation.

SECTION 2: This process applies to employees having a Continuing Contract.

1. The employee shall attend an observation/evaluation organizational meeting with the building principal prior to October 1.
2. Between October 1 and mid-December the employee shall receive one observation.
3. From February 10 to April 1 the employee shall receive one observation and one evaluation.
4. A conference will be held within five (5) workdays of the observation. A copy of the evaluation form will be given to the employee one workday prior to the conference.
5. The evaluator and the teacher being evaluated will discuss and sign the evaluation form. No evaluation form will be used outside the Conneaut System; that is, no evaluation form will be sent to another school system except upon request of the teacher.
6. A continuing contract teacher shall be observed every three years.
7. Any teacher whose tenure has expired (reached 70 years or older) shall be evaluated annually.
8. Teachers reassigned within a building at all levels shall follow their normal rotation for evaluation.
9. Teachers transferring/reassigned to a different building shall be evaluated on the basis of their contract (limited/continuing), beginning a new rotation cycle.

## ARTICLE 15. ASSIGNMENTS/TRANSFERS/VACANCIES

### A. Assignments

All teachers are subject to annual assignment by the Superintendent. Recommendations from the building principals will be considered in making assignments. Teachers will be given written notification of their assignment by the Superintendent before the close of the school year or as soon thereafter as possible. If the assignment must be made after August 1, the teacher will be so informed in a meeting with the Superintendent and/or the building principal.

### B. Changes in Assignment

1. A teacher's assignment may be changed to include a reassignment within a building or a transfer to another building. Any change in teaching schedule within certification area(s) at the secondary level is not considered reassignment. Any change in building assignment for special teachers is not considered a transfer.
  - a. A transfer shall be defined as a change in assignment from one building to another. Any change in building assignment for special teachers is not considered a transfer. Special teachers include, but are not limited to, speech, special education, art, music, physical education, Title I.
  - b. A voluntary transfer shall be defined as employee initiated.
  - c. An involuntary transfer shall be defined as employer initiated.
2. A teacher may indicate a voluntary request for either reassignment or transfer to the Superintendent on the "letter of intent" filed in January or by other written notice to the Superintendent. In acting on requests for transfer, the Superintendent will use personal qualifications and instructional requirements as factors in the decision process. (Other things being equal, seniority will be the determining factor.)
3. While some involuntary transfer or reassignment of teachers may be unavoidable, under normal circumstances involuntary transfer and reassignment should be held to a minimum. Therefore, the following should apply:
  - a. Written notice of an involuntary transfer/reassignment shall be given to the affected teacher. The teacher will have an opportunity to discuss the transfer/reassignment with the building principal and also with the Superintendent, if desired, prior to the transfer/reassignment taking place.
  - b. When a change in the number of teachers in a school is necessary the Association President will be notified prior to any transfer. All volunteers shall first be transferred, if possible, after which involuntary transfers will be made on the basis of seniority. Notice of known pending transfer will be given to the teacher or teachers concerned before the end of the school year.

## C. Vacancies

### 1. Definition

A vacancy shall be defined as any position in the bargaining unit resulting from:

- a. An employee's leaving employment as a result of a termination, resignation, or death;
- b. An employee's non-renewal for just cause;
- c. An employee's transfer to another building;
- d. A bargaining unit member assuming a non-bargaining unit position;
- e. The creation of a new bargaining unit position(s);
- f. A position opens due to reassignment.

### 2. Whenever a bargaining unit position becomes vacant which the Board intends to fill, or a new position within the bargaining unit is created, present staff members shall be notified of such positions.

- a. During the school year, the positions shall be posted for five (5) working days in each building prior to the position being filled and no outside recruitment shall take place until the sixth (6th) calendar day following posting. All applications will be due at Central Office by 4:00 p.m. on the fifth (5th) workday of posting.
- b. During the summer recess and through the week prior to school opening, vacancies will be posted on the District website and sent to CACS school email addresses only. Each vacancy will be listed for seven (7) business days.
- c. Vacancies which occur during the school year shall be filled on a temporary basis for the duration of the vacancy or the school year.

In the event a vacancy occurs, seven (7) business days prior to the beginning of the student school year, the five (5) day posting requirement may be waived with the approval of the Association President or designee. Requests for voluntary change in assignment shall be considered in filling the vacancies.

All vacancies which occurred during a school year and were filled on a temporary basis shall be re-posted by April 1, or if the vacancy occurs after April 1, then shall be posted within five (5) workdays of the creation of the vacancy.

- d. Current employees who file an application of interest in a vacant position shall be interviewed for the position and be advised of the decision on filling the vacancy.
- e. Notice of vacancies shall include the following information: position available; certification requirements; starting date; and application deadline.

**D. Job Sharing**

1. The purpose of the Job Share program is to provide two full-time teachers who are certificated in the same area with the opportunity to share one full-time teaching assignment.
2. Teachers working the Job Share Program will work out their responsibilities and working conditions with the building administrator. The agreement of responsibilities shall be committed to writing and approved by the building administrator. Observations and Evaluations shall be conducted in accordance with the Master Agreement. All decisions of the building administrator pertaining to aspects of this program shall be final.
3. Each teacher who participates in the Job Share program will be assigned to a 0.5 position and be eligible to receive one-half (1/2) of his/her salary as determined by each individual's placement on the salary schedule, during the year of participation.
4. The Board and the affected employees of the Job Share program shall share equally the cost of the insurance plan. The total cost of the insurance program shall not be more than the cost of the program for a regular employee with the same total coverage.
5. Job Share employees shall be entitled to 1.5 personal days per year.
6. Job Share employees may cover for each other when needed. The participants will contact each other for coverage, without notification to the Central Office. In the event the job sharing teachers are unable to cover such absences, i.e. extended leave of absence, the remaining teacher may work, at his/her discretion, during the absence at the substitute rate of pay.
7. When a teacher who is participating in a Job Share position is permanently unable to perform his/her duties, the remaining teacher shall assume the responsibilities for the full-time position.
8. Prior to April 1 of each school year, each participant will notify the Superintendent, in writing, of his/her intent for the following school year.
9. When an individual job share expires, the "partner" will be subject to the existing negotiated Reduction in Force, Transfer or Reassignment Procedure.

## **ARTICLE 16. ADMINISTRATIVE POSITIONS**

The Board will post all administrative or special positions at the central office.

## ARTICLE 17. REDUCTION IN FORCE

When by reason of district-wide decreased enrollment of pupils occurring during the term of this contract, return to duty of regular teachers after leaves of absence, or by reason of suspension of school or territorial changes affecting the district, or for financial reasons affecting the district, the Board of Education determines that it will be necessary to reduce the number of teachers, by contract suspension, it may affect a reduction in force.

The number of contracts suspended in a reduction in force will be kept to a minimum by not employing replacements for teachers who die, retire, resign or whose limited contracts are not renewed on the basis of performance. The employment of replacements for some positions may be necessary in the event that teachers in the system do not possess the necessary certification/licensure.

While not a Reduction in force, the Superintendent will provide advance written notice to the CEA President any time the decision has been made to utilize attrition, i.e., any time that a teacher leaving the district will not be replaced.

In the event that contract suspensions become necessary, the Superintendent will exercise his/her authority to reassign and/or involuntarily transfer bargaining unit members with proper certification/licensure in order to minimize the number of bargaining unit members that would have their contract suspended. This provision supersedes Article 15 with regard to reassignments or transfers during the time of a RIF.

- A. In making the reduction, the Board of Education shall act to suspend contracts upon the recommendation of the Superintendent in accordance with all applicable provisions of this collective bargaining agreement. For the term of this:
1. All teachers will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under the continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list below continuing contract teachers, also in descending order of seniority.
  2. Seniority for the purpose of RIF shall be determined in accordance with the provisions of Article 23 of this Agreement.
  3. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations shall occur in accordance with the Board-adopted, standards-based evaluation system defining that term.

For the transition period ending June 1, 2016, comparable evaluations of OTES teachers will be defined as evaluation ratings above "Ineffective". Thereafter, comparability of evaluations will be determined in relation to the effectiveness ratings set forth in ORC 3319.111 and 3319.12.

Where seniority is considered (i.e., in cases of comparable evaluations), recommendations for reductions in a teaching field will be made by selecting the lowest person on the seniority list of that area of certification who is currently assigned to a position in that teaching field. If said teacher holds certification in another(s) where he/she holds greater seniority than the teacher(s) currently employed, he/she may bump into that area in accordance with certification regulations. Prior to action by the Board to suspend contracts, the following steps will be taken:

- a. At least forty-five (45) calendar days before the action, the Board shall notify the Association, by written notice of its president, of the intent to effect a reduction in force through suspension of contracts and reasons for such action.
  - b. At least thirty (30) calendar days before the action, the Association President shall be provided with a list of specific positions to be eliminated and a list of specific employees who may be affected by the reduction in force.
  - c. At least thirty (30) calendar days before this action, the Board shall give written notice to those teachers, whose contracts may be suspended, of its intent to reduce the number of teachers.
- B. Teachers whose limited contracts are suspended shall have their names placed on a recall list for up to thirty-six (36) months from the time of reduction. Teachers whose continuing contracts are suspended shall have their names placed on a recall list indefinitely. Teachers on the recall list will have the following rights and protections:
1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the position in question.
  2. A teacher on the recall list shall be offered a place on the substitute teacher list. Substitute position assignments shall be offered to teachers on the recall list in order of seniority and in compliance with necessary certification requirements. The most senior teacher eligible shall be offered the longest substitute position available. When the anticipated length of a long term position is for four (4) weeks or more, teachers accepting such assignments will be ineligible for other positions until the long term assignment ends. A teacher may choose not to accept a long term substitute assignment without adverse consequences.
  3. A teacher whose name appears on the recall list shall be offered reemployment under a limited contract to a position for which he/she is certified whenever a vacancy occurs through retirement, resignation, death, termination of contract, creation of position, or Board approved unpaid leave of absence for a school semester or more.
  4. Teachers on the recall list will be recalled to positions for which they are certificated. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between teachers with comparable evaluations. When selecting among teachers with comparable evaluations, bargaining unit

members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified/licensed.

5. If a vacancy occurs, the Board shall send certified announcement of the offer to reemployment to the last address on file in the Treasurer's office. If a teacher fails to accept the offer of reemployment within fifteen (15) calendar days or within five (5) calendar days if the offer is delivered within ten (10) business days prior to the start of a school year or during a school year, from date said offer is delivered at the file address of the teacher, the teacher shall be considered to have rejected the offer and shall be removed from the recall list.
  6. If a teacher on the recall list accepts employment for a full school year with another school district, the teacher shall notify the Superintendent immediately and shall be removed from the recall list.
  7. A teacher removed from the recall list, except by recall to employment, must make application for employment in accordance with established procedure if he/she desires to be considered for employment by the Conneaut Area City School District.
  8. A teacher on the recall list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave, and salary schedule placement as the teacher would have received in the year following the suspension of contract.
  9. No current, non-bargaining unit employees shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
  10. A teacher on the recall list shall have the unchallenged right to unemployment compensation benefits when that teacher has not been offered a position in the bargaining unit equal in hours to the position held prior to being laid off and within the employee's certification.
  11. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.
  12. A teacher on the recall list shall have the right to all insurance benefits for a period of twenty-four (24) months providing the employee meets the eligibility requirements set forth by the carrier. The employee must pay the full cost of the premium fifteen (15) calendar days prior to the due date.
  13. Any teacher placed upon the recall list prior to June 30, 2013 shall, for the remainder of their time on the recall list, be deemed as having a comparable evaluation with all other teachers on the recall list and seniority shall be the determining factor, along with certification/licensure, in determining the order of recall to an open position.
- C. The recall list shall be made available to the Association president and to each building principal.

- D. Reductions made by suspension of teacher limited contracts shall be implemented in accordance with provisions of Section 3319.17 of the Ohio Revised Code and this Agreement.
- E. Limited contract teachers whose contracts are not renewed in accordance with Section 3319.11 of the Ohio Revised Code and this contract shall not be placed on the recall list.
- F. This policy shall not be interpreted as to require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.
- G. The Board shall not implement any transfer, reassignment, or job reclassification prior to the implementation of reduction in force which would cause a more senior teacher to be laid off before a less senior teacher.
- H. To the extent that they do not conflict with the requirements of ORC 3319.17, the provisions of this Article supersede and contrary provisions of law.

## **ARTICLE 18. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. The Board will participate in the Ashtabula county Local Professional Development Committee to provide services in accordance with state law and regulations.
- B. One (1) administrator and one (1) bargaining unit member will be required at each meeting. A pool of four (4) administrators and a pool of six (6) bargaining unit volunteers will serve as committee members. The committee member(s) will be paid per Article 8 of this agreement.

## ARTICLE 19. RESIDENT EDUCATOR

- A. The Board will participate in the Ashtabula County Resident Educator Program to provide services in accordance with state law and regulations for teachers new to the profession.
- B. The Administration shall select the mentors from a pool of bargaining unit member volunteers only and no bargaining unit member can be required to serve as a mentor. The committee members will be paid per Article 8 of this agreement.
- C. The mentor – resident educator teacher relationship is solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the resident educator's performance. All information, written or oral, shall not be used in any employment or re-employment situation by the Board.

## **ARTICLE 20. MASTER AGREEMENT**

A revised copy of the Master Agreement shall be printed under the direction of the Board of Education approximately sixty (60) days after the conclusion of negotiations and after ratification by both parties. Each member of the bargaining unit shall receive a copy of this Agreement. The Association shall be supplied twenty-five (25) copies of this Revised Master Agreement. The responsibility and the cost of typing and printing of the Revised Master Agreement shall be shared equally by the Board and the Association.

## **ARTICLE 21. ACADEMIC FREEDOM**

A bargaining unit member seeks to educate a student in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, and the laws of the land, and to instill appreciation of the values of individual responsibility. It is recognized that these democratic values can be transmitted in an atmosphere which is free from censorship and artificial restraint upon free inquiry and learning, and in which academic freedom for bargaining unit member and student is encouraged within courses of study.

## ARTICLE 22. TEACHING CONDITIONS

### A. Physical Conditions

1. The preservation of safe, wholesome, and pleasant surroundings is of paramount concern both to the Board and the Association. To achieve this goal, the Board shall in each building, in all cases possible, enforce the following:
  - a. correct any hazardous condition brought to the immediate supervisor's attention;
  - b. establish a prompt process for room repairs;
  - c. close classroom and/or school buildings due to an improper heating system if the temperature falls below 60 degrees or rises over 85 degrees Fahrenheit. All attempts will be made to move individual classrooms to unaffected areas of the building prior to closing a school under this provision.
  - d. provide and maintain safe and adequate parking facilities for the building staff;
  - e. provide alternate source of water sufficient to meet county health district requirements if water is off for an extended period of time.
  
2. Each classroom shall be provided with, but is not limited to, in all cases possible, the following:
  - a. student stations to accommodate the enrollment;
  - b. tack board, chalkboard, and/or white board
  - c. safe storage space for instructional materials, equipment, and supplies;
  - d. electrical outlets and other accommodations for convenient use of audio-visual equipment;
  - e. proper ventilation;
  - f. artificial and natural light control;
  - g. space for reference materials;
  - h. proper lighting for the visual task to be accomplished;
  - i. locks and keys for all classroom doors; and
  - j. computers and internet access
  - k. instructional materials
  - l. shared printers located in proximity to the teacher's classroom

3. Classroom interruptions by public address systems shall be permitted only in emergency cases. Regular announcements shall be made only at the beginning and at the close of the school day. Other classroom interruptions, for administrative or other purposes, shall be held to a minimum.
4. The Board shall provide, in each building, in all cases possible, the following:
  - a. Bargaining unit members' rest areas and lavatories, appropriately furnished, ventilated and maintained, conveniently available for the professional staff. Those facilities shall not be used for regularly scheduled meetings unless an emergency occurs.
  - b. A bargaining unit member workroom and storage space of suitable size and location, containing adequate equipment and supplies, to meet a bargaining unit member's needs in preparing instructional materials shall be available. This room, or the bargaining unit member rest area, will include a telephone.
  - c. A copying machine, typewriter, computer, and printer shall be available in each school for bargaining unit members' use, at least one-half (1/2) hour prior to and one-half (1/2) hour after the contractual workday,. Except for emergency requirements, instructional material shall have priority over non-instructional materials.
  - d. The Board shall attempt to create a safe teaching and learning environment for students and staff by providing, when possible, modern technology advancements as part of the safety plan.
5. The Board recognizes that appropriate textbooks, library facilities, reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests to accompany text, questionnaires, software, office supplies and similar instructional materials, are tools of the teaching profession.

The Board recognizes the value of bargaining unit member participation in the selection and use of instructional materials, and agrees to solicit the advice of the appropriate segment of the teaching staff in the process of selecting instructional materials. The ultimate recommendations rest with the Superintendent and approval rests with the Board.

The Board agrees that it will expedite its selection and purchasing process to implement the effective utilization of said instructional materials.

6. The Association will encourage its bargaining unit members in all cases possible, to adhere to the following:
  - a. leave facilities in an orderly fashion;
  - b. discourage vandalism;

- c. maintain restrooms, lavatories, and other facilities by showing concern for neatness and cleanliness;
  - d. park vehicles in such a manner that available spaces are used most efficiently;
  - e. treat all equipment and materials with respect and care.
7. Bargaining unit members shall take all steps reasonably necessary to protect the life, health, safety, and welfare of students and bargaining unit members in accordance with the District Emergency Operations Plan.
8. Buildings will be accessible for bargaining unit members on all contractual days at least one (1) hour before and one (1) hour following the contractual work day.
9. At the start of the student day, buildings will be locked and remain locked during the student day with monitored point(s) of entrance.
10. Each student building shall contain a designated location for school nurses to make confidential phone calls.

## ARTICLE 23. SENIORITY

- A. Seniority refers to the length of the most recent period of continuous CEA bargaining unit service in the Conneaut Area City School District including for full-time and part-time personnel including tutors.
- B. Seniority begins on the date an employee assumes the duties of his/her position. If two or more employees have the same beginning date, the tie shall be broken by
  - 1. The date of Board action to employ then by;
  - 2. The time-date stamp on the teacher's initial signed contract indicating receipt in the Superintendent's office, then by;
  - 3. Total years of teaching experience, then by;
  - 4. The Superintendent's judgment regarding the educational needs and best interests of the District.

Effective with the ratification of this contract any ties shall remain tied until there is a contractual requirement to break them. Any time a tie is broken it shall remain broken.

All future ties shall be broken at the time the tie occurs.

The published seniority list shall note when ties are broken.

- C. Length of continuous service will not be interrupted by authorized leaves of absence. Seniority will only be accrued for up to one (1) year during a leave of absence for maternity/parental, sabbatical and extended medical leaves. Seniority will also accrue during the time a bargaining unit member receives Workers' Compensation benefits.
- D. Time spent on inactive pay status, in excess of one (1) year, shall not contribute to the accrual of seniority, but shall it shall not constitute a break seniority. Any employee who is laid off shall not accrue seniority, but the period of time the employee is laid off shall not constitute a break in seniority in the event the employee is recalled from lay off.
- E. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.
- F. Each school year the official seniority list will be posted on or before November 1, on the designated Association bulletin board. Such posting will include a list of all bargaining unit members, and for each employee the list will include all certification/license areas held by the employee, the contract status for each employee and the date of most recent hiring of the employee.

- G. Each bargaining unit member shall have a period of thirty (30) days after posting of the seniority list in which to advise the Superintendent, in writing, of any inaccuracies which affect his/her seniority. The Superintendent shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list. An unresolved inaccuracy shall be subject to resolution through the grievance procedure. However, no grievance or protest shall be considered after thirty (30) days of posting of the seniority list and the list shall be considered as final, until the next annual posting. Inaccuracies discovered after the final printing of the seniority list shall be corrected by mutual consent.
- H. Bargaining unit members who leave the bargaining unit to perform duties as management level personnel, confidential employees and supervisors as defined in ORC 4417.01 shall have their seniority frozen as of the last day worked in the bargaining unit.
- I. Seniority will be lost when an employee retires, resigns, is discharged for cause or otherwise leaves the employment of the District.

## ARTICLE 24. RIGHTS OF THE ASSOCIATION

### A. No Reprisals

The Board and the Association agree that a bargaining unit member shall have the right to organize, join, and support any education association. The Board and the Association agree that it will not discriminate or take reprisals against a bargaining unit member by reason of that bargaining unit member's:

1. Membership in the Associations(s);
2. Participation in legal activities of the Association(s);
3. Participation in collective bargaining for the Association(s); and
4. Participation in a grievance arising from the interpretation of the "Master Contract."

### B. Mail Distribution

The Association or any of its committees and affiliates, thereof, shall be entitled to use the school mail, E-mail system and bargaining unit members' mail boxes for distribution of any materials unless it puts an undue hardship upon the administration. The Association shall reimburse the Board for any out-of-pocket costs incurred for such services.

### C. Use of School Facilities

The Association, or any of its committees and affiliates, thereof, shall be entitled to use facilities and equipment, with the permission of the Superintendent and/or building principal, when such facilities and/or equipment shall be used for Association(s) business only. Supplies necessary for the use of the equipment shall be furnished or paid for by the Association. When the custodian is on duty, the building may be utilized without cost to the Association. At all other times, the Association may use the building according to the regulations established by the Board of Education.

### D. Association Meetings

Upon request, the building principal will grant permission for meetings outside the workday to be arranged in the building between the professional staff and the faculty representative or other officials of the Association. Also, upon request, Association announcements will be permitted to be made at the conclusion of the agenda of regular staff meetings. Meetings may be held outside the instructional day at the discretion of the building principal.

### E. Board Agreement

The Board agrees:

1. To extend to the Association all rights and privileges extended to the public;

2. To provide a resolutions packet to the Association President or designee prior to the Board meeting. The President shall also receive a copy of the Board adopted minutes. The agenda shall also be e-mailed to the President or his/her designee at least one (1) day prior to the meeting.
3. To seek staff input prior to the designing/remodeling of instructional facilities;
4. To make available to the Association President all documentation of financial records which are public record upon request for same.

F. Bulletin Boards

The building principal shall designate a bulletin board in each building for the general use of the Association. The bulletin board shall be located in an area readily accessible to and normally frequented by bargaining unit members.

G. Fair Share Fee

1. All members employed in the bargaining unit shall either be members of the Association or shall share in the financial support of the Association by paying to the Association a fair share fee.
2. The Board agrees to an automatic payroll deduction, unless paid in one lump sum prior to first payroll deduction, as a condition of employment, of an amount which shall not be more than one hundred percent (100%) equal to the total dues of the Association, from the pay of all bargaining unit members who elect not to become or remain members of the Association.
3. Upon notification from the Association that a bargaining unit member has terminated membership, the treasurer of the Board shall commence the check-off of the fair share fee with respect to the former bargaining unit member, and the amount of the fee yet to be deducted shall be the same as the annual membership dues, less the amount previously paid through payroll deduction.
4. Payroll deduction of such fair share fees shall begin at the first payroll period following January 15, except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck.
5. Dues rates and fair share fee rates shall be promptly transmitted to the treasurer of the Board by the Association for the purpose of determining amounts to be payroll-deducted. The Board agrees to transmit promptly all amounts deducted to the Association.
6. The Board further agrees to accompany the initial transmittal with a list of the names of bargaining unit members for whom all such deductions are made.
7. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has

been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

8. Upon timely demand, nonmembers may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such nonmembers may submit such appeals as provided by law.
9. The amount to be deducted from the pay of all non-bargaining unit members shall be not more than one hundred percent (100%) of the total dues as paid by members of the bargaining unit, and such deductions shall continue through the remaining number of payroll periods over which bargaining unit membership dues are deducted.
10. The bargaining unit agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a member or a nonmember for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
  - c. The Board agrees to the following:
    - (1) To give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings;
    - (2) To permit the Association or its affiliates to intervene as a party when it so desires; and/or
    - (3) To accept the Association or its affiliate's application to file briefs amicus curiae in the action; and
  - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.
11. A nonmember in the bargaining unit who pays a fair share fee to, or whose fee is in the process of being collected by the local affiliate in the amount as provided in paragraph 2 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, other than those currently designated as member-only benefits.

12. Any nonmember of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association, as the exclusive bargaining agent, and shall be liable subject to a civil action for damages in the amount of any unpaid service fee and other assessments, to the Association for the annual fair share fee assessment.

The above fair share fee provision shall be an exclusive right of the Association during the term of this agreement, and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

13. The Board of Education shall have no requirement to bring an action against any bargaining unit member under this article.

#### H. Visitations

The Association President, or designee, shall after reporting to the building principal, be allowed to visit schools as long as such visitation does not interfere with the instructional day of any bargaining unit member.

#### I. Unpaid Dues/Fees

Bargaining unit members who have not had their monthly payroll deduction of dues/fees deducted for any reason, shall have the missing dues/fee taken equally out of the next three (3) paychecks. The CACS treasurer and the CEA treasurer shall consult one another to confirm the bargaining unit member has not paid the dues for the month(s) in question.

#### J. Tuition Free Attendance

Students of employees, who are eligible to attend the Conneaut Area City Schools under the Board's Open Enrollment policy, shall be enrolled under the Open Enrollment Policy. Students of employees who reside in Pennsylvania shall be permitted to attend the Conneaut Area City Schools on a tuition-free basis.

In the event an employee is hired after the deadline for Open Enrollment, the employee may enroll his/her student(s) prior to the first day of school under Open Enrollment so long as the student meets all of the other criteria of the Conneaut Area City Schools Open Enrollment policy.

Should the Open Enrollment Program be eliminated, all employee's children may attend the Conneaut Area City Schools on a tuition-free basis assuming they otherwise meet Board requirements to attend.

ARTICLE 25. COMPLETE AGREEMENT

- A. This Master Agreement supersedes all Board policy, rules, and regulations that are inconsistent with it.
- B. All prior Master Agreements between the Board and the Association are made null and void by this Agreement.
- C. Agreement shall be effective from July 1, 2016 through June 30, 2018.

ASSOCIATION:

BOARD OF EDUCATION:

Dany Con 7-19-16  
President Date

Jean Norton 7-19-16  
President Date

D. Joseph Colucci 7/19/16  
Negotiations Chairperson Date

Yvonne M. Elly 7/19/16  
Treasurer Date

M. Ste 7/19/16  
Superintendent Date

**APPENDIX A**

Type or Print

Grievance Form A  
Grievance No. \_\_\_\_\_

**FORMAL GRIEVANCE PRESENTATION**

(A single copy of which will be submitted to the principal by the aggrieved who will retain three (3) copies for himself/herself.)

Aggrieved \_\_\_\_\_ Date of Formal  
Presentation \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

Statement of Grievance:

Action Requested:

\_\_\_\_\_  
(Signature of Aggrieved)

Type or Print

Grievance Form B  
Grievance No. \_\_\_\_\_

DECISION OF PRINCIPAL

(To be completed by principal who shall retain one copy and deliver a copy to the aggrieved and one copy to the Association (if represented by the latter) within six (6) days of Formal Grievance Presentation.)

Aggrieved \_\_\_\_\_ Date of Formal  
Grievance Presentation \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

Decision of Principal and Reasons Therefore:

Date of  
Decision \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Principal)

Aggrieved's Response: (To be completed by aggrieved and a single copy returned to the Principal within six (6) workdays of decision)

\_\_\_\_\_ I accept the above decision of the Principal.

\_\_\_\_\_ I choose to appeal the above decision to the Superintendent of Schools.

Date of  
Response \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Aggrieved)

Type or Print

Grievance Form C  
Grievance No. \_\_\_\_\_

REFERRAL BY AGGRIEVED TO SUPERINTENDENT

(To be completed by the aggrieved who will retain a single copy and deliver one copy to the Superintendent within six (6) workdays of receipt of Step 1 answer along with one copy each of the Formal Grievance Presentation and the Decision of the Principal, Forms A and B.)

Aggrieved \_\_\_\_\_ Date Appeal  
Delivered to  
Superintendent \_\_\_\_\_

Statement of Grievance:

Action Requested:

\_\_\_\_\_  
(Signature of Aggrieved)

Type or Print

Grievance Form D  
Grievance No. \_\_\_\_\_

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent, who will retain one copy and deliver one copy to the aggrieved within five (5) workdays after the meeting and one copy to the principal, the Association PR&R Committee Chair, and the President of the Association.)

Aggrieved \_\_\_\_\_ Date Hearing Held  
by Superintendent \_\_\_\_\_

Decision of Superintendent and Reasons Therefore:

Date of  
Decision \_\_\_\_\_  
(Signature of Superintendent)

Aggrieved's Response: (To be delivered to the Superintendent within thirty (30) calendar days after the above decision.)

- \_\_\_\_\_ I accept the above decision of the Superintendent.
- \_\_\_\_\_ I hereby appeal the Association PR&R Committee submit this grievance to arbitration.

Date of  
Response \_\_\_\_\_  
(Signature of Aggrieved)

**APPENDIX B**

**CONNEAUT AREA CITY SCHOOLS  
INDIVIDUAL TEACHER OBSERVATION FORM**

Name: \_\_\_\_\_ School: \_\_\_\_\_ Subject: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Grade: \_\_\_\_\_

Lesson Content \_\_\_\_\_

PLEASE CHECK IN PROPER COLUMN

O = OUTSTANDING; S = SATISFACTORY; NI = NEEDS IMPROVEMENT; NA = NOT APPLICABLE

INSTRUCTIONAL SKILLS	O	S	NI	NA
1. Prepares complete and adequate lesson plans.				
2. Lesson reflects planning and organization (from introduction to closure) in accordance with the course of study.				
3. Presents subject matter in a clear and thorough manner.				
4. Uses a variety of techniques and materials.				
5. Recognizes and provides for individual differences.				
6. Maintains time on task with meaningful activities.				
7. Encourages critical and creative thinking.				
8. Encourages student participation and good work habits.				
9. Strives for meaningful student assessment and intervention.				
10. Encourages mutual respect and rapport.				
11. Maintains classroom discipline.				
12. Shows enthusiasm for teaching.				
13. Models and encourages proper grammar.				

OBSERVER'S COMMENTS:

TEACHER'S COMMENTS:

Observer's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

(Signature indicates knowledge of observation and not necessarily concurrence.)

PROFESSIONAL PERFORMANCE IMPROVEMENT TARGET FORM

Name: \_\_\_\_\_

Date: \_\_\_\_\_

A professional performance improvement form will be completed jointly by the observer and teacher for each specific "needs improvement" checked.

PERFORMANCE AREA: \_\_\_\_\_

COMMENT: \_\_\_\_\_

I. GOAL (General Intent):

II. SPECIFIC MEASURABLE BEHAVIOR: (What will be done?)

III. PROCEDURES: (How will it be done?) SPECIFIC DATE TO BE ACCOMPLISHED

IV. DOCUMENTATION: (How will we know the goal was achieved?)

OBSERVER'S COMMENTS:

TEACHER'S COMMENTS:

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

(Signature indicates knowledge of observation and not necessarily concurrence.)

THE TARGET WAS: \_\_\_\_Not Accomplished \_\_\_\_Partially Accomplished \_\_\_\_Fully Accomplished

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

(Signature indicates knowledge of evaluation and not necessarily concurrence.)

**CONNEAUT AREA CITY SCHOOLS  
TEACHER EVALUATION REPORT**

Name of Teacher  _____	Years of Experience: Conneaut _____ Other Systems _____	Type of Contract: Limited _____ Continuing _____
Subject and/or Grade  _____	Present School:  _____	Type of Certificate:  ___ Temporary ___ 4-Year Provisional ___ 8-Year Professional ___ Permanent ___ Life
Class Size _____	Year Assigned _____ Track or Grouping _____	

How long have you been in a supervisory relationship to the teacher? \_\_\_\_\_  
 How many times have you observed the classroom work of the teacher this school year? \_\_\_\_\_  
 Why is the teacher being evaluated? \_\_\_\_\_

**O-Outstanding S-Satisfactory N-Needs Improvement**

**I. INSTRUCTIONAL SKILLS**

- \_\_\_\_\_ 1. Prepares complete and adequate lesson plans.
- \_\_\_\_\_ 2. Lesson reflects planning and organization (from introduction to closure) in accordance with the course of study.
- \_\_\_\_\_ 3. Presents subject matter in a clear and thorough manner.
- \_\_\_\_\_ 4. Uses a variety of techniques and materials.
- \_\_\_\_\_ 5. Recognizes and provides for individual differences.
- \_\_\_\_\_ 6. Maintains time on task with meaningful activities.
- \_\_\_\_\_ 7. Encourages critical and creative thinking.
- \_\_\_\_\_ 8. Encourages student participation and good work habits.
- \_\_\_\_\_ 9. Strives for meaningful student assessment and intervention.
- \_\_\_\_\_ 10. Encourages mutual respect and rapport.
- \_\_\_\_\_ 11. Maintains classroom discipline.
- \_\_\_\_\_ 12. Shows enthusiasm for teaching.
- \_\_\_\_\_ 13. Models and encourages proper grammar.

**II. PROFESSIONAL QUALITIES**

- \_\_\_\_\_ 1. Meets obligations of position.
- \_\_\_\_\_ 2. Is able to provide and accept constructive criticism and/or recognition.

**III. RELATED DUTIES**

- \_\_\_\_\_ 1. Keeps room orderly.
- \_\_\_\_\_ 2. Records accurately and punctually the forms, records, grades, etc.
- \_\_\_\_\_ 3. Protects and promotes proper care of school property.

**IV. STAFF RELATIONSHIPS**

- \_\_\_\_\_ 1. Promotes professional relationships within the school.
- \_\_\_\_\_ 2. Uses ethical procedures in staff relationships.



**APPENDIX C  
SALARY SCHEDULE FOR INSTRUCTIONAL STAFF**

**\$31,236 B.A. Base**

**Effective July 1, 2016 through June 30, 2017**

Years of Exp.	No		Bachelor's <u>plus 15</u>				Master's		Master's Degree <u>plus 15</u> Graduate		Master's Degree <u>plus 30</u> Graduate	
	<u>Degree</u>		Bachelor's <u>Degree</u>	Graduate Hours <u>OR</u> <u>BA/150 Semester</u> <u>Hours</u>		Master's <u>Degree</u>		<u>Semester Hours</u>		<u>Semester Hours</u>		<u>Semester Hours</u>
0	0.88	27,488	1	31,236	1.045	32,642	1.1	34,360	1.155	36,078	1.21	37,796
1	0.925	28,893	1.045	32,642	1.09	34,047	1.155	36,078	1.21	37,796	1.265	39,514
2	0.97	30,299	1.09	34,047	1.135	35,453	1.21	37,796	1.265	39,514	1.32	41,232
3	1.015	31,705	1.135	35,453	1.18	36,858	1.265	39,514	1.32	41,232	1.375	42,950
4	1.06	33,110	1.18	36,858	1.225	38,264	1.32	41,232	1.375	42,950	1.43	44,667
5	1.105	34,516	1.225	38,264	1.27	39,670	1.375	42,950	1.43	44,667	1.485	46,385
6	1.15	35,921	1.27	39,670	1.315	41,075	1.43	44,667	1.485	46,385	1.54	48,103
7	1.195	37,327	1.315	41,075	1.36	42,481	1.485	46,385	1.54	48,103	1.595	49,821
8			1.36	42,481	1.405	43,887	1.54	48,103	1.595	49,821	1.65	51,539
9			1.405	43,887	1.45	45,292	1.595	49,821	1.65	51,539	1.705	53,257
10			1.45	45,292	1.495	46,698	1.65	51,539	1.705	53,257	1.76	54,975
11					1.54	48,103	1.705	53,257	1.76	54,975	1.815	56,693
12							1.76	54,975	1.815	56,693	1.87	58,411
13			1.585	49,509	1.63	50,915	1.815	56,693	1.87	58,411	1.925	60,129
16			1.72	53,726	1.765	55,132	1.98	61,847	2.035	63,565	2.09	65,283
20							2.2	68,719	2.255	70,437	2.31	72,155

**APPENDIX C  
SALARY SCHEDULE FOR INSTRUCTIONAL STAFF**

**\$31,861 B.A. Base**

**Effective July 1, 2017 through June 30, 2018**

<u>Years</u> <u>of Exp.</u>	<u>No</u>		<u>Bachelor's plus 15</u>				<u>Master's</u>		<u>Master's Degree plus 15</u>		<u>Master's Degree plus 30</u>	
	<u>Degree</u>	<u>Degree</u>	<u>Bachelor's Degree</u>	<u>Graduate Hours OR BA/150 Semester Hours</u>	<u>Graduate Hours OR BA/150 Semester Hours</u>	<u>Graduate Hours OR BA/150 Semester Hours</u>	<u>Degree</u>	<u>Degree</u>	<u>Semester Hours</u>	<u>Semester Hours</u>	<u>Semester Hours</u>	<u>Semester Hours</u>
0	0.88	28,038	1	31,861	1.045	33,295	1.1	35,047	1.155	36,799	1.21	38,552
1	0.925	29,471	1.045	33,295	1.09	34,728	1.155	36,799	1.21	38,552	1.265	40,304
2	0.97	30,905	1.09	34,728	1.135	36,162	1.21	38,552	1.265	40,304	1.32	42,057
3	1.015	32,339	1.135	36,162	1.18	37,596	1.265	40,304	1.32	42,057	1.375	43,809
4	1.06	33,773	1.18	37,596	1.225	39,030	1.32	42,057	1.375	43,809	1.43	45,561
5	1.105	35,206	1.225	39,030	1.27	40,463	1.375	43,809	1.43	45,561	1.485	47,314
6	1.15	36,640	1.27	40,463	1.315	41,897	1.43	45,561	1.485	47,314	1.54	49,066
7	1.195	38,074	1.315	41,897	1.36	43,331	1.485	47,314	1.54	49,066	1.595	50,818
8			1.36	43,331	1.405	44,765	1.54	49,066	1.595	50,818	1.65	52,571
9			1.405	44,765	1.45	46,198	1.595	50,818	1.65	52,571	1.705	54,323
10			1.45	46,198	1.495	47,632	1.65	52,571	1.705	54,323	1.76	56,075
11					1.54	49,066	1.705	54,323	1.76	56,075	1.815	57,828
12							1.76	56,075	1.815	57,828	1.87	59,580
13			1.585	50,500	1.63	51,933	1.815	57,828	1.87	59,580	1.925	61,332
16			1.72	54,801	1.765	56,235	1.98	63,085	2.035	64,837	2.09	66,589
20							2.2	70,094	2.255	71,847	2.31	73,599

**APPENDIX D**

**SALARY SCHEDULE FOR EXTRACURRICULAR ACTIVITIES**

<u>Position</u>	<u>Times B.A. Base</u>	<u>2016- 2017</u>	<u>2017- 2018</u>
		<b>\$31,236</b>	<b>\$31,861</b>
Athletic Assistant (Middle School)	0.12	\$3,748	\$3,823
Band Director – All bands including but not limited to March, Pep, Concert	0.20	\$6,247	\$6,372
Assistant Marching Band Director (HS)	0.05	\$1,562	\$1,593
Drill Team	0.02	\$625	\$637
Majorette Advisor	0.02	\$625	\$637
Vocal Director - All choirs including but not limited to Show, Women's Choir	0.12	\$3,748	\$3,823
Senior Class Advisor	0.03	\$937	\$956
Junior Class Advisor	0.06	\$1,874	\$1,912
Sophomore Class Advisor	0.03	\$937	\$956
Freshman Class Advisor	0.03	\$937	\$956
Dramatics Director (H.S.)	0.11	\$3,436	\$3,505
Dramatics Technical Director (H.S.)	0.03	\$937	\$956
Orchestra Director (H.S.)	0.03	\$937	\$956
Yearbook Advisor (H.S.)	0.08	\$2,499	\$2,549
Yearbook Advisor (Middle)	0.03	\$937	\$956
Intervention Assistance Team Chair – HS	0.03	\$937	\$956
Intervention Assistance Team Chair – MS	0.03	\$937	\$956
Intervention Assistance Team Chair – GES	0.03	\$937	\$956
Intervention Assistance Team Chair – LPS (2)	0.03	\$937	\$956
National Honor Society (HS)	0.03	\$937	\$956
Academic Team Advisor – HS	0.03	\$937	\$956
<u>Miscellaneous Athletic Positions</u>			
H.S. Cheerleader Director	0.06	\$1,874	\$1,912
<u>Fall Athletic Positions</u>			
Head Football Coach	0.20	\$6,247	\$6,372
Assistant Football Coaches (6)*	0.12	\$3,748	\$3,823

Head Volleyball Coach	0.16	\$4,998	\$5,098
Assistant Volleyball Coaches (4)*	0.12	\$3,748	\$3,823
Head Soccer Coach (Boys)	0.16	\$4,998	\$5,098
Assistant Soccer Coach (Boys)	0.12	\$3,748	\$3,823
Head Soccer Coach (Girls)	0.16	\$4,998	\$5,098
Assistant Soccer Coach (Girls)	0.12	\$3,748	\$3,823
Soccer (Co-ed Middle School)	0.08	\$2,499	\$2,549
Cross Country Coach (Boys & Girls 7 <sup>th</sup> – 12 <sup>th</sup> )	0.12	\$3,748	\$3,823
Assistant Cross Country	0.08	\$2,499	\$2,549
Golf Coach (Boys)	0.12	\$3,748	\$3,823
Golf Coach (Girls)	0.12	\$3,748	\$3,823
Assistant Golf Coach (Girls)	0.08	\$2,499	\$2,549
Tennis Coach (Girls)	0.12	\$3,748	\$3,823
Head Basketball Coach (Boys)	0.18	\$5,622	\$5,735
Assistant Basketball Coaches (Boys) (4)*	0.12	\$3,748	\$3,823
Head Basketball Coach (H.S.)	0.18	\$5,622	\$5,735
Assistant Basketball Coaches (Girls) (4)*	0.12	\$3,748	\$3,823
Head Wrestling Coach	0.16	\$4,998	\$5,098
Assistant Wrestling Coach	0.12	\$3,748	\$3,823
<u>Spring Athletic Positions</u>			
Tennis (Boys)	0.12	\$3,748	\$3,823
Head Baseball Coach	0.12	\$3,748	\$3,823
Assistant Baseball Coach	0.08	\$2,499	\$2,549
Head Softball Coach	0.12	\$3,748	\$3,823
Assistant Softball Coach	0.08	\$2,499	\$2,549
Head Track Coach (Boys)	0.12	\$3,748	\$3,823
Assistant Track Coach (Boys) (2)	0.08	\$2,499	\$2,549
Head Track Coach (Girls)	0.12	\$3,748	\$3,823
Assistant Girls Track (Girls) (2)	0.08	\$2,499	\$2,549

\*9<sup>th</sup> Grade positions (Football, Volleyball, Boys Basketball, Girls Basketball, Assistant Cross Country and Assistant Girls Golf are filled at the discretion of the Athletic Administrator. These positions are identified with an asterisk in Appendix E.

**APPENDIX E-1**

**CEA SICK LEAVE BANK REQUEST FORM**

Date \_\_\_\_\_

**SECTION A – TO BE COMPLETED BY THE EMPLOYEE**

Name \_\_\_\_\_ Employee Number \_\_\_\_\_

School to which assigned \_\_\_\_\_ Position \_\_\_\_\_

Home Address \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_

Accumulated to date:

• Sick Leave Days \_\_\_\_\_

• Personal Days \_\_\_\_\_

Describe the nature of your illness:

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

Physician's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Employee Signature \_\_\_\_\_

**RETURN THIS FORM TO THE OFFICE OF THE CACS SUPERINTENDENT**

**APPENDIX E-2**

**CEA SICK LEAVE BANK COMMITTEE FORM**

**SECTION B – TO BE COMPLETED BY THE SICK LEAVE BANK COMMITTEE**

Employee's Name \_\_\_\_\_

Date Request Received \_\_\_\_\_

Member's Accumulated Leave (personal and sick) Ends/Ended \_\_\_\_\_

First Day of Work Missed for This Illness \_\_\_\_\_

\_\_\_\_\_ Request Granted

\_\_\_\_\_ Number of Days Granted From the Sick Leave Bank

\_\_\_\_\_ Request Denied

Reason Denied

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

\_\_\_\_\_  
Signature of CEA Sick Leave Bank Committee Chair

**APPENDIX E-3**

**CEA SICK LEAVE BANK DONATION FORM**

Date \_\_\_\_\_

Name \_\_\_\_\_ Employee Number \_\_\_\_\_

School to which assigned \_\_\_\_\_ Position \_\_\_\_\_

Home Address \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_

By signing this form I voluntarily donate two (2) of my sick leave days to the CEA Sick Leave Bank. I understand that this donation is irrevocable and any request to utilize the sick leave bank will be considered in compliance with the Collective Bargaining Agreement and the policies established by the Sick Leave Bank Committee.

Employee Signature \_\_\_\_\_

**RETURN THIS FORM TO THE OFFICE OF THE CACS TREASURER**

## Your Anthem Benefits – APPENDIX F

Covered Benefits	In-Network	Out-of-Network
Deductible (Single/Family) Applies to Major Medical Only	\$250/\$500	\$500/\$1,000
Out-of-Pocket Maximum (Single/Family)	\$1,000/\$2000	\$2,000/\$4,000
Lifetime Maximum	Unlimited	
Deductible and coinsurance out of pocket maximum	\$1,250/\$2,500	\$2,500/\$5,000
Medical Copayment out of pocket maximum	\$4,300/8,600	None
Prescription Drug Copayment out of pocket maximum	\$1,050/\$2,100	
Physician Office Services	\$15 co-pay	* 30%
<b>PREVENTIVE CARE WELLNESS BENEFITS</b>		
Routine Mammogram	100%	*30%
OB/GYN Exam and Pap Test	100%	*30%
Prostate Exam and PSA Test	100%	*30%
Physical Exam	100%	*30%
Well Child Care Exams up to age 9	100%	*30%
Routine Hearing Exam – 1 per calendar year	100% after \$15 co-pay	*30%
Allergy Testing	100% after \$15 co-pay	*30%

Outpatient Physical Medicine Therapies Physical Therapy – 60 visits Occupational Therapy – 20 visits Spinal Manipulation – 12 visits	\$15 co-pay	*20%
---	-------------	------

Speech Therapy – 20 visits		
Inpatient Hospital Services	90%/10%	*30%
Skilled Nursing Facility	180 days	
Outpatient Facility Services	90%/10%	*30%
Inpatient and Outpatient Professional Charges	90%/10%	*30%
Home Health Care	90%/10%	*30%
Hospice Care	90%/10%	*30%
Lifetime Maximum for Inpatient Care	180 days	
Maternity Services	90%/10%	*30%
Emergency Room Care	\$50 co-payment, waived if admitted	\$50 co-payment, waived if admitted
Urgent Care	\$15 co-payment	\$35 co-payment
<u>Mental Health</u>		
Inpatient Mental Health	90%/10%	*30%
Outpatient Mental Health	\$15 co-payment	*30%
<u>Substance Abuse Services</u>		
Inpatient Services	90%/10%	*30%
Outpatient Services	\$15 co-payment	*30%
Human Organ and Tissue Transplants (Up to Lifetime Maximum of \$2 million)	90%/10%	*30%
Medical Supplies, Equipment and Appliances	90%/10%	*30%

\* Subject to deductible

Covered Benefits	
<b>Prescription Drugs</b> Days Supply: (Days Supply may be less than the amount shown, due to Prior Authorization, Quantity Limits and/or age limits and Utilization Guidelines)	
Retail Pharmacies – Generic 30 Day Supply	\$5 co-pay
Retail Pharmacies – Brand 90 Day Supply	\$15 co-pay
Mail Order – Generic 90 Day Supply	\$10 co-pay
Mail Order – Brand 90 Day Supply	\$25 co-pay
A maintenance drug, at a specific dosage rate, may be filled three (3) times per calendar year at a network pharmacy at the retail price noted above. When a maintenance drug is filled at a network pharmacy the fourth (4th) time in a calendar year, the patient will be charged two (2) times the retail co-pay for the thirty (30) day supply. This provision shall not apply to drugs unavailable by mail order, diabetic insulin and other drugs which may arrive via mail in an unusable condition due to temperature restrictions or special handling requirements.	

## Anthem Blue Vision Plan Benefits

	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
<p><b><u>Routine eye exam</u></b> One every 12 months</p>	\$10 copay	\$42 allowance
<p><b><u>Eyeglass frames</u></b> Once every 24 months</p>	\$130 allowance, then 20% off of remaining balance	\$50 allowance
<p><b><u>Eyeglass Lenses (Standard)</u></b> Once every 12 months you may receive any one of the following lens options:</p> <ul style="list-style-type: none"> <li>* Standard plastic single vision lens (1 pair)</li> <li>* Standard plastic bifocal lenses (1 pair)</li> <li>* Standard plastic trifocal lenses (1 pair)</li> </ul>	<p>\$20 copay</p> <p>\$20 copay</p> <p>\$20 copay</p>	<p>\$40 allowance</p> <p>\$60 allowance</p> <p>\$80 allowance</p>
<p><b><u>Eyeglass lens enhancements</u></b></p> <ul style="list-style-type: none"> <li>* Tansitions© lenses (for a child under age 19)</li> <li>* Standard polycarbonate (for a child under age 19)</li> <li>* Factory Scratch Coating</li> </ul>	<p>\$0 copay</p> <p>\$0 copay</p> <p>\$0 copay</p>	<p>No allowance on lens enhancements when obtained out-of-network</p>
<p><b><u>Contact lenses</u></b> Once every 12 months</p>		

Replaces eyeglass lens coverage

* Elective conventional lenses; or	\$175 allowance then 15% off any remaining balance	\$175 allowance
* Elective disposable lenses; or	\$175 allowance	\$175 allowance
* Non-elective contact lenses	Covered in full	\$210 allowance

## APPENDIX G

BOARD OF EDUCATION  
CONNEAUT AREA CITY SCHOOL DISTRICT

PROFESSIONAL STAFF

### STANDARDS-BASED TEACHER EVALUATION POLICY 3220

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Conneaut Education Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board and in consultation with teachers represented by the Conneaut Education Association.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Review Committee, with continuing participation by District teachers and administrators for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. The Superintendent shall appoint the administrators on this committee and the Conneaut Education Association shall select teachers to serve on this committee.

### Definitions

**"OTES"** - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**"Teacher"** – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226;  
or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Conneaut Education Association.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

The Board may elect not to evaluate a teacher who was on leave from the District for 50% or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

**"Credentialed Evaluator"** - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. District administrators shall serve as these credentialed evaluators.

**"Evaluation Cycle"** – is 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 a summative evaluation rating.

**"Evaluation Factors"**– refers to 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%).

**"Evaluation Framework"** – means 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 Instruments"** – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

**"Evaluation Procedure"** – the procedural requirements set forth in this policy 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.

**"Evaluation Rating"** – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

**"Core Subject Area"** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**"Student Growth"** – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

**"Student Learning Objectives" ("SLOs")** - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**"Teacher Performance"** – is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

**"Teacher-Student Data Linkage" (TSDL)** – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

**"Value-Added"** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

**"Vendor Assessment"** – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

## STANDARDS BASED TEACHER EVALUATION

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

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled;
- C. developing; or
- D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

#### **Assessment of Teacher Performance**

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

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

- G. assuming responsibility for professional growth, performance and involvement.

Teachers subject to evaluation under this policy will be evaluated annually using:

- 1) the Formal Observation Procedure described herein; and
- 2) a series of Informal Observation/Classroom Walkthroughs.

In addition, evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric". Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, formal and informal observations and any evidence provided by the teacher.

#### **Formal Observation and Classroom Walkthrough Sequence**

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.
- C. Teachers who receive a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.
- D. Teachers who receive a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.
- E. Teachers who receive a rating of "Accomplished" or "Skilled" on their most recent summative evaluation may have their evaluation cycle staggered to equalize the evaluation load of the Administration and will be notified of the year in which their full evaluation cycle will occur.

Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

### **Formal Observation Procedure**

To begin the "Evaluation Cycle" the employee will attend an observation/evaluation organizational meeting with the building principal(s) after September 1st.

A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be a minimum of forty (40) student contact days between formal observations.

- A. All formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (Appendix A).

At the pre-observation conference, the parties shall agree to the date, class and/or prep for the observation. The pre-observation conference may be done electronically and/or waived if agreed upon by both the teacher and evaluator.

- B. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within five (5) working days following the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher's professional growth or improvement plan and afford the teacher the opportunity to provide additional evidence of performance.

### **Informal Observation/Classroom Walkthrough Procedure**

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

- 1) evidence of planning;
- 2) lesson delivery;
- 3) differentiation;
- 4) resources;
- 5) classroom environment;
- 6) student engagement;
- 7) assessment; or
- 8) or any other component of the standards, rubrics approved for teacher evaluation and district or building improvement plans.

A walkthrough shall consist of at least 3 and not more than ten (10) consecutive minutes. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough. The intent of the walkthrough is to provide the employee with immediate feedback: therefore, the completed form will be shared with the employee within three (3) working days.

### **Remediation of Deficiencies**

Formal observations resulting in the identification of performance deficiencies shall be addressed during the post-observation conference. All significant deficiencies identified by the evaluator which might result in adverse employment action shall be compiled and reported in the post-observation form.

The evaluator involved shall make recommendations to assist the teacher for the purpose of remediation of identified deficiencies that unabated, might lead to adverse employment action.

The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such remediation issues shall be added into the teachers growth or improvement plan, including:

1. Performance issues documented as deficient; and
2. Specific performance expectations.
3. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented non-instructional deficiencies not noted during the formal observations or walkthroughs will be communicated to the teacher through the standard employees discipline process.

### **Assessment of Student Growth**

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. A student who has forty-five (45) or more unexcused absences for the school year will not be included in the determination of student growth measures.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively<sup>1</sup>;
- A2. Teachers instructing in value-added courses, but not exclusively<sup>2</sup>; or
- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
- B2 Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or

- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

### **District Approved Assessments**

Assessments used within SLO's will be District approved. These assessments will include the key subject and grade-level content standards and curriculum that will be taught during the interval of instruction. When examining assessments for alignment, teachers and teacher teams should look for the following:

- Items on the assessment should cover all key subject/grade-level content standards.
- No items on the assessment should cover standards that the course does not address.
- Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus. For example, if a foreign language teacher devotes almost equal amounts of time to developing students' reading comprehension, listening comprehension, oral communication, and written communication skills, he or she should not use a test that devotes 90 percent of the test to reading comprehension. Instead, the distribution of the test should mirror instruction, meaning that about a quarter of the test should focus on each of the four skills listed above.
- The items or tasks should match the full range of cognitive thinking required during the course. For example, if the main foci of the mathematics content standards are solving word problems and explaining reasoning, some questions or items on an assessment should require students to solve word problems and explain how they arrived at their answers. The assessment should require students to engage in higher-order thinking where appropriate. These items or tasks may require students to use reasoning, provide evidence, make connections between subjects or topics, critique, or analyze.
- All District approved assessments will include the growth targets to be used in determining student growth.

Assessments will be submitted to the teacher's grade level principal(s) for approval.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education regulations.

### **Student Growth Measures (SGM)/Student Learning Objectives (SLO)**

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 30th.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30th.

1. The SLO committee shall review all submitted SLOs by October 15.
2. Any SLO that is rejected by the SLO Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by October 20th with five (5) days for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level, i.e. 2015-2016.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.

Co-teaching arrangements (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 time each has spent with the student(s).

### **Final Evaluation Procedures**

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria determined by ODE:

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the

conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

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.

At the conclusion of the evaluation process each teacher's final performance rating of ineffective, developing, skilled or accomplished and the final student growth measure will be entered into the electronic system, Ohio eTPES (Ohio electronic Teacher and Principal Evaluation Systems). After the data is entered the eTPES will calculate the Final Summative Rating of Teacher Effectiveness the eTPES will be used to report teacher effectiveness ratings.

#### **Student Absence for Calculation in Student Growth**

In the calculation for student academic growth, a student who has forty-five (45) or more absences for the school year will not be included in the measure of student growth in the evaluation of a teacher.

#### **Professional Growth Plans and Professional Improvement Plans**

There will be three categories of Growth or Improvement plans:

- 1) Teachers rated accomplished will develop their growth plan independently and submit their plan to their credentialed evaluator. Professional growth and improvement plans for a school year shall be developed not later than September 1 of that school year. The professional growth plan shall include the following components:
  - Identification of area(s) for future professional growth;
  - Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice;
  - Outcomes that will enable the teacher to increase student learning and achievement.
- 2) Teachers who attain a rating of skilled or developing must develop a professional growth plan collaboratively with their credentialed evaluator for the evaluation cycle. Professional growth and improvement plans for a school year shall be developed not later than September 1 of that school year.

The professional growth plan shall include the following components:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities to assist the teacher in enhancing skills,

- knowledge, and practice;
  - Outcomes that will enable the teacher to increase student learning and achievement.
  - A teacher may submit their Professional Growth Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.
- 3) Teachers who are rated Ineffective on the Teacher Performance component and/or have a SGM of least effective must jointly develop an improvement plan with their credentialed evaluator or an evaluator assigned by the Superintendent/designee from the district's Board-approved list. Improvement plans for the next school year shall be developed not later than June 1st of each school year. The improvement plan shall include the following components:
- An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
  - A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
  - A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;
  - A description of educational supports and/or opportunities for professional development needed to improve the identified area(s).
  - A teacher may submit their Professional Improvement Plan in lieu of an IPDP to the LPDC to meet renewal requirements for their certificate/license.

### **Core Subject Teachers - Testing for Content Knowledge**

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

### **Board Professional Development Plan**

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

### **Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and any applicable provisions of the collective

bargaining agreement in effect between the Board and the Conneaut Education Association.

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

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226

R.C. 3319.26, 3319.58, 3333.0411

A.C. 3301-35-03(A)

**APPENDIX H**

**CONNEAUT AREA CITY SCHOOLS**

**Request for Certified Association Leave**

Requested by: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Date of Leave: \_\_\_\_\_

---

**Procedure:**

1. Submitted in advance whenever possible to Superintendent by Association President.
2. Superintendent returns request to Association President.
3. Association President notifies Building Principal in Advance of visitation.

APPROVED [    ]

NOT APPROVED [    ]

\_\_\_\_\_  
Association President/Date

\_\_\_\_\_  
Superintendent/Date

**\*Office use only:**

This is the number of Association Days used so far including this request:

.5 1 1.5 2 2.5 3 3.5 4 4.5 5 5.5 6 6.5 7 7.5 8 8.5 9

**APPENDIX I**

**Conneaut Area City Schools**  
**Conneaut Teacher Evaluation System Forms**

# Conneaut Teacher Evaluation System

Name \_\_\_\_\_

Date \_\_\_\_\_

## 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.

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

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

Evaluator Signature

Date

Teacher Signature

Date

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

**Improvement Plan**

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)

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
<b>Actions to be Taken</b>	<b>Sources of Evidence that Will Be Examined</b>

**Section 4: Assistance and Professional Development**

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

Date for this Improvement Plan to Be Evaluated: \_\_\_\_\_

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

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

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

**Improvement Plan: Evaluation of Plan**

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

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

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

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

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

  
  
  
  
  
  
  
  
  
  

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

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

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

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

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

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

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

	<p><b>RESOURCES</b> <b>(Standard 2: Content; Standard 4: Instruction)</b></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><b>Evidence</b></p>					

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

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

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

**Informal Observation: Open-Ended Form**

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

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

TIMES	OBSERVATIONS

**Evaluator Summary Comments:**

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