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THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

PARKWAY EDUCATION ASSOCIATION

AND THE

PARKWAY LOCAL BOARD OF EDUCATION

EFFECTIVE DATES:

July 1, 2015 through June 30, 2018

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ARTICLE 1.00 - TERMS OF AGREEMENT

- 1.01 The Board of Education of Parkway Local School District and the Parkway Education Association/OEA-NEA hereby agree that the items in this document be adopted effective as of 7-1-15, and shall continue in effect through 6-30-18.
- 1.01.1 The Board of Education and the Parkway Education Association agree that this Document shall be the base from which future negotiations shall proceed.
- 1.01.2 In witness thereof, we, the undersigned representatives of the Board of Education and the Parkway Education Association, its officers and members, have hereunto set our hands this day.

PARKWAY EDUCATION ASSOCIATION

PARKWAY LOCAL SCHOOL DISTRICT

President Benjamin R. Hoff

President Kim Brandt

Negotiator Lisa M. Dotson

Treasurer Debra Pierce

Negotiator Antia P. Morton

Superintendent Gregg Pothoff

Negotiator Amie Marie Imusalle

Board Member Matt Suggard

Negotiator Ann C. Finner

Board Member Jan Lyons

1.02 SEVERABILITY OF AGREEMENT

1.02.1 This contract supersedes and prevails over all statutes of the State of Ohio, except as specifically set forth in *Section 4117.10(A), Revised Code* and all policies, rules and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect and the parties shall meet within ten (10) days upon request of either party after the final determination to bargain over its impact and to bring the Contract into compliance.

1.03 PARKWAY EDUCATION ASSOCIATION-SOLE BARGAINING AGENT FOR FACULTY

1.03.1 The Parkway Board of Education and Superintendent shall recognize the Parkway Education Association negotiating committee as the sole bargaining and negotiating agent for the Parkway faculty. The P.E.A. negotiating committee shall negotiate with the Board of Education or discuss with the Superintendent all areas relative to salaries, welfare, fringe benefits, and supplemental contracts of non-administrative certified personnel.

1.03.2 Furthermore, any individual faculty member who may attempt to negotiate the aforementioned items with the Board of Education shall not be given audience with the Board or Superintendent but shall be referred to the P.E.A. negotiating committee to assure fulfillment of proper negotiating procedures.

1.03.3 The Parkway Education Association will be provided one hour during the opening school-year meeting for all certificated staff. This time will be prior to the individual building meetings and after the general session as scheduled.

1.04 DEFINITIONS

1.04.1 "ADMINISTRATOR" means an agent of the board acting on its behalf.

1.04.2 "ASSOCIATION" means the Parkway Education Association and its affiliated organization which is the exclusive bargaining agent for the bargaining unit, provided its membership meets the provisions of the above Section.

1.04.3 "BOARD" means the Board of Education of the School District of Parkway, that is party to this Agreement.

- 1.04.4 "DAYS" means the calendar days except when otherwise indicated in this Agreement.
- 1.04.5 "DISTRICT" means the employer known as the School District of Parkway.
- 1.04.6 "EMPLOYEE" means a person who is a member of the bargaining unit as defined in Article II of This Agreement.
- 1.04.7 "EMPLOYER" means the same as "District".
- 1.04.8 "IMMEDIATE SUPERVISOR" means the supervisor to whom the employee (teacher) directly reports.
- 1.04.9 "NEA" means the National Education Association, "PEA" means the Parkway Education Association, "OEA" means the Ohio Education Association, "Teacher" means the same as Employee, i.e., a member of the bargaining unit.

ARTICLE 2.00 - NEGOTIATIONS

- 2.01 The Parkway Local School District Board of Education recognizes the Parkway Education Association, an affiliate of the Ohio Education Association and the National Education Association, as the exclusive bargaining representative for the purposes of the Ohio Revised Code, Chapter 4117, of full-time and regular part-time certificated employees of the Board's K-12 program. The bargaining unit excludes the Superintendent, principals, and other administrators, substitutes, and all other employees of the Board.
- 2.02 Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party no sooner than 120 days but at least 60 days prior to the expiration of this contract, outlining their intent to bargain as defined in Chapter 4117 of the Ohio Revised Code.
- 2.03 Within ten days of transmittal of said submission letter, the parties shall hold their first negotiations session. At any negotiations session, either party may be represented by no more than four representatives.
- 2.04 If after sixty calendar days from the first negotiations session, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If either party calls for mediation involvement, the other party shall join in a joint request.
- 2.05 All negotiations between the Parkway Board of Education and the Parkway

Education Association shall be in accordance with Chapter 4117 of the Ohio Revised Code with the exception that both parties agree to waive the fact-finding portion of the negotiation procedures.

- 2.06 Recognition of the Parkway Education Association shall continue from July 1, 2015 through June 30, 2018.

ARTICLE 3.00 - GRIEVANCE PROCEDURE

3.01 DEFINITIONS

- 3.01.1 A "Grievance" is a claim by the Association or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of the AGREEMENT, or a violation of its or his/her rights to ethical treatment.
- 3.01.2 A "Grievant" shall mean a teacher, or group of teachers of the Association filing a grievance.
- 3.01.3 A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 3.01.4 "Days" shall mean teacher work days, except as otherwise indicated.
- 3.01.5 An "Aggrieved Person" is the person or persons making the claim.

3.02 PURPOSE

- 3.02.1 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.03 TIME LIMITS

- 3.03.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

3.03.2 Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal.

3.03.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, it could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

3.04 INFORMAL PROCEDURE

If a teacher feels he/she has a grievance he/she may first discuss it with his/her principal or Immediate Supervisor either individually or accompanied by the grievance representative, in an effort to resolve the problem informally.

3.05 FORMAL PROCEDURE

3.05.1 *LEVEL ONE - School Principal (Or Immediate Supervisor)*

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within ten (10) days following the informal decision. Forms for this purpose shall be available in each school office. The written grievance shall be directed toward the principal or immediate supervisor and the Association. A written grievance must be filed within 20 working days of the occurrence of the act or condition on which the grievance is based.
- b. The Principal or Immediate Supervisor within five (5) days after receipt of the grievance shall render a written decision to the aggrieved person with a copy to the Association.

3.05.2 *LEVEL TWO - Superintendent of Schools*

- a. If an aggrieved person is not satisfied with the decision concerning his grievance at Level One, he/she may, within five (5) days after the decision is rendered, refer such grievance in writing to the Superintendent.

- b. The Superintendent shall schedule a meeting to take place within five (5) days from the receipt of the written grievance with the purpose of resolving the grievance. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance.
- c. The Superintendent shall, within five (5) days after this meeting, render his decision in writing.

3.05.3 *LEVEL THREE - Board of Education*

- a. If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level Two, he/she may, within five (5) days after the decision is rendered, refer such grievance in writing to the Board of Education.
- b. The Board of Education shall render a decision within two regularly scheduled board meetings.

3.05.4 *LEVEL FOUR - Arbitration*

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after the decision is rendered, request in writing to the Association that his/her grievance be submitted to arbitration.
- b. The Association may within five (5) days after receipt of the request, submit a grievance to arbitration by so notifying the Board in writing.
- c. The Board and Association shall begin the process, within five (5) days after the written notice is received by the board, to select an arbitrator. If the parties are unable to agree on an arbitrator, the parties shall jointly petition the American Arbitration Association for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.
- d. The arbitrator shall have the authority to hold hearings and make procedural rules as he/she deems proper so long as time is kept to a minimum. The arbitrator may not add to, subtract from, alter or modify any of the written terms of this Agreement.
- e. The arbitrator's decision shall be submitted to the Board and the Association.

- f. The arbitrator's decision shall be binding on all parties.
 - g. All costs and expenses for the services of the arbitrator shall be shared equally by the Board and the Association.
- 3.06 Rights of Teacher to Representation: A grievant may be represented at any level of this procedure by an Association representative or representative approved by the local Association. When the aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at all steps of the grievance procedure.
- 3.07 Reprisals shall not be taken against any teacher or any other participant in the grievance procedure by reason of such participation.
- 3.08 The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such relevant information as is requested for the processing of any grievance.
- 3.09 Group Grievance: The Association may submit any grievance that involves a group or class of teachers. If it is limited in effect to one school, the grievance shall be submitted to the building Principal, otherwise, it shall be submitted directly to the Superintendent.
- 3.10 If, in the judgment of the Association, a grievance exists, the Association may submit and continue on its own behalf a grievance through all levels of the procedure, even though the aggrieved person declines to pursue or drops the grievance.
- 3.11 In matters dealing with violations of Association rights, the grievance shall be initiated at Level Two by the Association.
- 3.12 If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- 3.13 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he will, upon notice to his Principal or Immediate Supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigation, meetings, or hearings as a witness will be accorded the same right.

- 3.14 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personal file of any of the participants.
- 3.15 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Parkway Education Association.
- 3.16 If a grievance arises from action or inaction on the part of a member of the administration at level above the Principal or Immediate Supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the individual aggrieved person does not wish to do so.
- 3.17 Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties in interest.
- 3.18 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

ARTICLE 4.00 - INSURANCE AND HEALTH BENEFITS

- 4.01 One-half time or over employees on regular contract shall receive life insurance in the amount of \$25,000 (double indemnity), fully paid by the Board of Education.
- 4.02 The Board will provide medical, prescription drug, dental, and vision coverage and shall pay 88% of the premium costs for calendar years 2015-2018.
- 4.03 Certificated employees who are employed less than full-time shall have their medical, prescription drug, dental and/or vision insurance premium cost pro-rated in accordance with their salary calculation.
- 4.04 The Board of Education will have sole discretion on selection of the insurance carriers as long as there is no change in coverage. If the Mercer-

Auglaize Benefit Information Committee approves a change in coverage and the change has been adopted by the Board of Governance of the Mercer-Auglaize Employee Benefit Trust, the parties agree to accept the modification to the coverage.

4.05 INSURANCE COVERAGE OPTIONS

4.05.1 The open enrollment period for medical, prescription drug, dental, and vision insurance coverage is approximately one month of each year as determined by the Mercer-Auglaize Benefit Trust. During the open enrollment period, employees may choose any medical plan offered by the Mercer-Auglaize Benefit Trust as an option.

4.05.2 This insurance shall continue in effect during absences due to illness as specified in the *Ohio Revised Code*, for which the employee may use sick leave. Employees on all other leaves of absence lasting more than ten days, may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Parkway Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

4.05.3 Employees who are eligible for medical and prescription drug insurance, but elect not to take the coverage, will receive a \$2,000 payment for each calendar year they opt out of such coverage, unless they are insured through a family member who is a participant in the Mercer Auglaize Benefit Trust. Such payment shall be made in two (2) installments; one in June and the second in December.

4.05.4 Employees choosing the HSA option for insurance shall be reimbursed 50% of the deductible by the Parkway Board of Education into their HSA account. Twenty-five percent (25%) of the deductible will be deposited in January and the remaining twenty-five percent (25%) will be deposited in July with an annual payment cap of \$1,500 for single coverage and \$3,000 for family coverage. This item is only for calendar years 2015-2018 and will be revisited at the end of the contract.

4.06 INSURANCE COVERAGE CHANGES

4.06.1 Any employee-requested insurance coverage change shall be made through the treasurer's office by the 20th day of the month so that the change can take effect upon the 1st day of the following month.

4.06.2 Failure to complete notification for any insurance coverage change by the 20th may result in the employee being held responsible for his/her portion of the insurance premium for the following month.

4.07 SECTION 125 PLAN

- 4.07.1 The Board of Education shall provide a "Section 125" plan for the tax sheltering of certain employee health care costs. The Board of Education shall pay for local administrative costs incurred in the maintenance of Section 125 plan. Under the plan, employees will have the option of either or both of the following:
- 4.07.2 Designating the amount of the monthly premium cost for insurance paid by the employee to a flexible spending account in order to tax shelter that contribution; and/or
- 4.07.3 Designating additional amounts from the employee's compensation to a flexible spending account for the employee's use in paying health insurance deductible, co-insurance, dependent care, and out-of-pocket costs as provided by federal regulations. (At the end of calendar year, any unspent monies in the flexible spending accounts must revert to the Board of Education's general fund under federal law.)
- 4.07.4 The implementation and maintenance of this Section 125 plan shall not increase any employee's compensation or create new or additional costs for the Board of Education other than the local cost to administer the plan.

4.08 INSURANCE COMMITTEE

In order to facilitate an understanding of current employee insurance coverage and to periodically explore the marketplace as needed for improved coverage and/or reduced costs, an Insurance Study Committee will be established by the Board and the Association. Both organizations will appoint up to three (3) representatives to serve on this Committee. The Insurance Study Committee will establish its own rules for meetings. The Committee will have the authority to analyze and monitor claims utilization, review benefits plans, and screen different plans for recommendation to the parties. The Board shall retain the authority to accept or reject the Committee's unanimous proposal. In no instance, shall any confidential medical information be viewed by the Committee or disclosed in contravention of HIPPA regulations.

ARTICLE 5 - TEACHER EVALUATION

5.01 EVALUATION PROCEDURE DEFINED

- 5.01.1 The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will

result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation where fifty (50) percent of the overall evaluation is based on student growth measures as provided for in this agreement and fifty (50) percent of the overall evaluation is based on a teacher's performance rating as provided for in this agreement.

5.02 PURPOSE

5.02.1 The purposes of teacher evaluation are:

5.02.1.1 To serve as a tool to advance the professional development of teachers.

5.02.1.2 To inform instruction.

5.02.1.3 To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

5.02.1.4 To help the evaluator make recommendations of personnel action including contract status, limited contract renewal, contract non-renewal, or termination.

5.03 DETERMINATION OF EVALUATION TOOL

5.03.1 The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

5.03.1.1 Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

5.03.1.2 Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.

5.03.1.3 Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.

5.03.1.4 Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

5.03.1.5 If a teacher is on a leave of absence for fifty percent (50%) of the school year or more, the teacher will not be evaluated.

5.04 EVALUATORS

5.04.1 An evaluator must be a full-time, credentialed contracted employee of the District or a credentialed third party evaluator (CTPE), as agreed upon by the Board and the Association.

5.04.2 The person who is responsible for assessing a teacher's performance shall be:

5.04.2.1 In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor for the entire school year.

5.04.2.2 The supervisor must be employed pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.

5.04.2.3 The evaluation of other personnel shall continue to follow the existing procedure as described in the current bargaining agreement. This existing procedure will be applied to 1) Guidance Counselors, 2) Librarian/Media Center Personnel and/or 3) anyone for whom student growth measure data is not applicable. See Section 5.20.

5.04.3 In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

5.05 EVALUATION INSTRUMENT

5.05.1 The Evaluation Instrument shall be the process and forms used by the teacher's evaluator. The rubric is located in Appendix F.

5.06 EVALUATION COMMITTEE

5.06.1 The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process for the evaluation of certified teachers in the District.

5.06.2 COMMITTEE COMPOSITION

- 5.06.2.1 The committee shall be comprised of three (3) Professional staff members appointed by the Association president and three (3) members appointed by the Board or its designee. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
- 5.06.2.2 Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education, career tech) within the district.
- 5.06.2.3 By June 1, the committee shall recommend an evaluation model to the Board and the Association.
- 5.06.2.4 In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to the Master Agreement agree to reconvene and determine adjustments to professional evaluation procedures only.

5.07 STUDENT LEARNING OBJECTIVES (SLO)

- 5.07.1 Building Administrators will determine the number of Student Learning Objectives and which courses teachers will write SLO's for.
- 5.07.2 Building Administrators will determine which building level SLO committee will oversee teacher SLO's to for consideration.
- 5.07.3 Teachers need to write their SLO's using either of the SLO templates provided in Appendix D or (filled in the blank template).
- 5.07.3a Teachers with 100% value-added as their student growth measures will be asked to write one practice SLO, but not required.
- 5.07.4 Building Level SLO Committees will consist of 3 teachers from that building with at least one of those members in each committee being a specialty teacher (e.g., music, art, special education, career tech, PE) within the building at a supplemental pay of 0.75% of base pay,
- 5.07.5 If a split decision is made about a teacher's SLO, the grade level administrator will make the decision if the SLO is acceptable or needs revision.

5.08 ORIENTATION

- 5.08.1 Not later than September 15 of each year, or in the case of a new teacher or reassigned teacher, within thirty (30) days of the first day worked, each

teacher shall be notified in writing of the name and position of the evaluator and the evaluation procedures in effect.

- 5.08.2.1 A teacher that has attained the level of accomplished of student growth will be given the option to choose their evaluator for the next year. This evaluator can be their immediate supervisor or a credentialed third party evaluator approved by the district.
- 5.08.2.2 Teachers who receive an overall rating of Accomplished or Skilled on the previous year's evaluation will not have a full evaluation unless they are in the last year of a limited contract. Their evaluation will consist of one (1) pre-conference, one (1) observation and a post-conference with their evaluator. The teacher will also have to complete their Student Growth Measures (SLO).
- 5.08.2.3 Training on the teacher evaluation framework and system including tools, processes, methodology, and the use of student growth measure data will occur at the Board's expense prior to implementation of the evaluation.
- 5.08.3 **Teachers.** The teacher shall be given written instructions on the purpose and mechanics of the performance evaluation system and how the performance evaluation is connected to the performance standards and job description(s) (see Student Growth Measures Appendix G).
- 5.08.4 Any teacher who receives an Ineffective or Developing rating from the Evaluator's part of the evaluation, will receive a full evaluation.
- 5.08.5 Any teacher who requests a full evaluation before September 1 of the current school year will receive a full evaluation.

5.09 SCHEDULE FOR EVALUATION

- 5.09.1 No teacher shall be evaluated more than once annually. An evaluation includes at least two formal and 4 informal evaluations throughout the school year.
- 5.09.2 The evaluation shall be completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May.
- 5.09.3 If the board has entered into a limited contract or extended limited contract with the teacher pursuant to section 3319.11 of the Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ the teacher pursuant to division (B), (C) (3), (D), or (E) of that section.

5.10 CRITERIA FOR PERFORMANCE ASSESSMENT

5.10.1 A teacher's performance shall be assessed based on criteria set forth in the Evaluation Instrument, Appendix A of this Contract.

5.10.2.1 All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

5.10.2.2 No undocumented information may become part of a teacher's performance evaluation report. All formal observations must be supported by evidence given during the pre-conference, evaluation and/or post conference of the formal evaluation.

5.11 OBSERVATIONS

5.11.1 SCHEDULE OF OBSERVATIONS

5.11.1.1 A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

5.11.2 OBSERVATION CONFERENCE

5.11.2.1 All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

5.11.2.2 A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plans.

5.11.2.3 A teacher may request a formal observation in addition to those required by this procedure.

5.12 INFORMAL OBSERVATIONS

5.12.1 An Informal Observation is a formative written assessment piece. The Informal Observation form will be used. See Appendix E.

5.12.1.1 The Informal Observation shall be at least fifteen (15) consecutive minutes but no more than twenty-nine (29) consecutive minutes in duration.

5.12.1.2 A copy of the Informal Observation form, including all scripted and/or anecdotal documents relative to the Informal Observation, must be given to the teacher within five school days of the Informal Observation.

5.12.1.3 A minimum of two Informal Observations shall be conducted for each Formal Observation.

5.13 FINALIZATION OF EVALUATION

5.13.1 WRITTEN REPORT

5.13.1.1 Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

5.13.1.2 A copy of the teacher's student growth measures (SGM) status as determined by the administrator/SLO committee will be attached. (Appendix G)

5.13.2 COMPLETION OF EVALUATION PROCESS

5.13.2.1 The summative evaluation of a teacher shall be based upon student growth measures and performance that is assessed during the Informal and Formal Observations. 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. (Appendix H)

5.13.2.2 Each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section shall be evaluated once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

5.13.3 RESPONSE TO EVALUATION

5.13.3.1 The teacher shall have the right to make a written response within ten (10) days 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 retained by the teacher.

5.14 PROFESSIONAL DEVELOPMENT

5.14.1 Professional growth and improvement plans (see Appendix B & C) shall be based on overall student growth measures and developed as follows:

5.14.1.1 Teachers with accomplished levels of student growth will develop a professional growth plan and may request their credentialed evaluator for the evaluation cycle as set forth in the collective bargaining agreement. See 5.08.2

5.14.1.2 Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle as set forth in the collective bargaining agreement.

5.14.1.3 Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in the collective bargaining agreement.

5.14.1.3.1 In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher of the district or PEA representative to facilitate further discussion between the teacher and the evaluator.

5.14.2 Professional growth and improvement plans for a school year shall be developed no later than September 30.

5.14.3 Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

5.14.4 The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers as set forth in the collective bargaining agreement.

5.14.5 The Board shall provide for the allocation of financial resources to support professional development as set forth in this agreement.

5.15 IMPROVEMENT PLANS

5.15.1 DEFINITIONS

5.15.1.1 A professional improvement plan is a clearly articulated assistance document for a teacher whose student growth measure dimension/dimensions of the evaluation is below expected level of student growth.

5.15.2 The professional improvement plan may include:

5.15.2.1 Resources: Those monetary, time, material and human resources provided to a teacher on an Improvement Plan.

5.15.2.2 Timeline - A minimum of 25 school days will be given to the teacher to meet the requirements, target dates and dates of review of the plan.

5.15.2.3 Observable Outcomes means those data source/indicators of accomplishment: observations, artifacts, conversations by which the success of the Improvement Plan is determined.

5.15.3 Deficiencies Identified through Formal Observations

5.15.3.1 Observations resulting in identification of performance deficiencies shall be followed within ten (10) days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.

5.15.3.2 Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within three (3) work days after the deficient performance occurs but not later than the date of the employee's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

5.16 MENTOR/COACH FOR TEACHERS ON AN IMPROVEMENT PLAN

5.16.1 The District will provide teachers under an improvement plan with a trained mentor/coach who is not the credentialed evaluator, following the guidelines established in Article 11 (Mentor Program) in the existing contract.

5.16.2 When feasible, the Mentor Teacher should have a minimum of five (5) consecutive years of teaching experience in the district.

5.16.3 At any time, either the mentor teacher and/or the mentee may exercise the option to have a new mentor assigned. The mentor and/or mentee must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change. This option may be exercised with notification to the Lead Mentor and the Superintendent.

5.17 DUE PROCESS

5.17.1 A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

5.17.1.2 Teachers that have been determined to be ineffective may request a different evaluator/third party evaluator the following year.

5.17.1.3 Classroom teachers that have been determined to be ineffective will have no more than the district's average IEP population. This item excludes special education teachers.

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

5.18 PERSONNEL ACTION REQUIREMENTS

5.18.1 Per Ohio Law, if any teacher is deemed ineffective for two consecutive years in the evaluation process, he/she will be terminated from his/her teaching position.

5.18.2 If the evaluator or the Superintendent decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action, the employee shall be given the reasons in writing at least five (5) days prior to any official employer action. Any employee shall be entitled to association representation at any conference held during this procedure. No teacher shall be terminated, suspended, or non-renewed without just cause. Teachers employed after July 1, 1996, may be terminated, suspended, or non-renewed without just cause for a period of two years. Teachers who do not have just cause protection shall have their employment governed by *R.C. 3319.11* and *R.C. 3319.111* and shall be non-renewed only after strict compliance with the evaluation procedure which shall include written goals and objectives and a plan for improvement.

5.19 *Evaluation of personnel without student growth measures* (Guidance Counselors, Librarian/Media Center Personnel and/or anyone for whom student growth measure data)

5.19.1 SCHEDULE OF OBSERVATIONS

- a. Observations for appraisals may either be scheduled or unscheduled. For all new professionals, at least one (1) scheduled observation per appraisal must be conducted.
- b. Prior to a scheduled observation, the professional and administrator /evaluator will hold a pre-observation conference during which time the evaluator and professional shall discuss lesson planning, organization of the class and classroom, expected objectives to be observed, etc. All appraisals will be based on a minimum of one (1) observation.

5.19.2 An actual classroom observation shall be approximately thirty (30) minutes in duration.

5.19.3 IDENTIFICATION OF DEFICIENCIES

5.19.3a Appraisals resulting in identification of performance deficiencies shall be followed within ten (10) work days by a conference between the evaluator and the employee in order for questions arising from the appraisal to be discussed. All of the evaluators' appraisals shall be compiled in writing. A copy of the written appraisal report shall be given to the employee at the post-appraisal conference.

5.19.3b The evaluator shall submit a written plan for correcting the deficiencies. The plan shall include a reasonable time between appraisals to allow time for improvement in the areas of performance deficiency.

5.19.3c Other Deficiencies - Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal appraisal must be put in writing and provided to the employee within five (5) work days after the deficient performance occurs. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

5.19.4 FINALIZATION OF EVALUATION

5.19.4a **Appraisal Conference** - A copy of the formal written appraisal report for the employee's evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within ten working days of the last observation. The performance evaluation of an employee shall be based upon the observations of the employee's performance. The evaluator shall note all the data used to support the conclusions reached in the formal appraisal report. The appraisal report shall be signed by the evaluator. The appraisal report should then be signed by the employee to

verify notification to the employee that the appraisal will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. All written reports are considered confidential.

5.19.4b **Response to Evaluation** - The employee shall have the right to make a written response to the evaluation within ten working days of the evaluation, and have it attached to the appraisal report to be placed in the employee's personnel file. A copy signed by both parties shall be provided to the employee.

5.19.5 Evaluation Instrument for non-SGM professionals. (Appendix I)

ARTICLE 6.00 – LICENSURE / PROFESSIONAL DAYS

6.01 LICENSURE

6.01.1 Teachers are required to keep all licenses current. If college coursework beyond the normal requirements is needed to renew a license, the Board of Education will pay eighty percent (80%) of the cost of that coursework.

6.01.2 If a teacher does not have a valid license on the first day of school in any given school year, the Board of Education may terminate employment immediately.

6.02 PROFESSIONAL DAYS

6.02.1 Professional days and fees will be awarded at the discretion of the administration. Forms can be obtained from the offices.

6.02.2 District personnel shall be granted professional leave upon approval of the superintendent. This leave shall be for attending professional meetings, to make building visitations, and attend conferences or programs that will benefit the district personnel or the local school program.

6.02.3 The superintendent shall be authorized to grant 1 day of professional leave to the P.E.A. delegate to the O.E.A. Spring Assembly with the P.E.A. paying delegate expenses and the Board of Education paying substitute expenses.

6.02.4 Professional leave for teaching staff:

- a. Shall be limited to 3 days per year (District-requested leave shall not count against this reimbursement limit).

- b. Prior to submission to the superintendent, the staff member shall complete the necessary application form and have approval of the appropriate building principal(s).
- c. Should professional day requests be initially denied solely for cost reasons, the administration reserves the right to approve them on a limited dollar amount basis or with the staff member paying the expenses.
- d. Round trip mileage to be paid from school to meeting site only.

6.02.5 The professional leave form will provide a place where the building principal and superintendent will give reasons why the leave is approved or denied.

Section 7.01 - Salary Schedule Plus 1% STRS, Effective 2015-2016

BASE SALARY: \$34,360

YRS. EXP.	BACHELOR'S		BACHELOR'S		MASTER'S		MASTER'S		MASTER'S	
	DEGREE		+15 HOURS *		DEGREE		+15 HOURS *		+30 HOURS *	
0	34,360 1.0000	34,703	35,734 1.0400	36,092	38,483 1.1200	38,868	39,016 1.1355	39,406	39,514 1.1500	39,909
1	35,734 1.0400	36,092	37,280 1.0850	37,653	40,167 1.1690	40,568	40,699 1.1845	41,106	41,197 1.1990	41,609
2	37,109 1.0800	37,480	38,827 1.1300	39,215	41,850 1.2180	42,269	42,383 1.2335	42,807	42,881 1.2480	43,310
3	38,483 1.1200	38,868	40,373 1.1750	40,776	43,534 1.2670	43,969	44,066 1.2825	44,507	44,565 1.2970	45,010
4	39,857 1.1600	40,256	41,919 1.2200	42,338	45,217 1.3160	45,670	45,750 1.3315	46,208	46,248 1.3460	46,711
5	41,232 1.2000	41,644	43,465 1.2650	43,900	46,901 1.3650	47,370	47,434 1.3805	47,908	47,932 1.3950	48,411
6	42,606 1.2400	43,032	45,011 1.3100	45,461	48,585 1.4140	49,071	49,117 1.4295	49,608	49,616 1.4440	50,112
7	43,981 1.2800	44,420	46,557 1.3550	47,023	50,268 1.4630	50,771	50,801 1.4785	51,309	51,299 1.4930	51,812
8	45,355 1.3200	45,808	48,104 1.4000	48,585	51,952 1.5120	52,471	52,485 1.5275	53,009	52,983 1.5420	53,513
9	46,729 1.3600	47,197	49,650 1.4450	50,146	53,636 1.5610	54,172	54,168 1.5765	54,710	54,666 1.5910	55,213
10	48,104 1.4000	48,585	51,196 1.4900	51,708	55,319 1.6100	55,872	55,852 1.6255	56,410	56,350 1.6400	56,914
11	49,478 1.4400	49,973	52,742 1.5350	53,270	57,003 1.6590	57,573	57,535 1.6745	58,111	58,034 1.6890	58,614
12	50,852 1.4800	51,361	54,288 1.5800	54,831	58,686 1.7080	59,273	59,219 1.7235	59,811	59,717 1.7380	60,314
15	52,227 1.5200	52,749	55,835 1.6250	56,393	60,370 1.7570	60,974	60,903 1.7725	61,512	61,401 1.7870	62,015
18	52,914 1.5400	53,443	56,608 1.6475	57,174	61,212 1.7815	61,824	61,745 1.7970	62,362	62,243 1.8115	62,865
20	53,601 1.5600	54,137	57,381 1.6700	57,955	62,054 1.8060	62,674	62,586 1.8215	63,212	63,085 1.8360	63,715
25	54,288 1.5800	54,831	58,154 1.6925	58,735	62,896 1.8305	63,525	63,428 1.8460	64,062	63,926 1.8605	64,566
30	54,976 1.6000	55,525	58,927 1.7150	59,516	63,737 1.8550	64,375	64,270 1.8705	64,913	64,768 1.8850	65,416

* = graduate semester hours after degree is obtained.

HOURLY RATES

Summer School / Adult	\$21
After School Program / Tutoring	\$16

LONGEVITY

Following 5 Years of Service	\$600
Following 10 Years of Service	\$825
Following 15 Years of Service	\$1,100
Following 20 Years of Service	\$1,300
Following 25 Years of Service	\$1,550

Section 7.02 - Salary Schedule Plus 1% STRS, Effective 2016-2017

BASE SALARY: \$35,047

YRS. EXP.	BACHELOR'S DEGREE		BACHELOR'S +15 HOURS *		MASTER'S DEGREE		MASTER'S +15 HOURS *		MASTER'S +30 HOURS *	
	0	35,047 1.0000	35,397	36,449 1.0400	36,813	39,253 1.1200	39,645	39,796 1.1355	40,194	40,304 1.1500
1	36,449 1.0400	36,813	38,026 1.0850	38,406	40,970 1.1690	41,380	41,513 1.1845	41,928	42,021 1.1990	42,442
2	37,851 1.0800	38,229	39,603 1.1300	39,999	42,687 1.2180	43,114	43,230 1.2335	43,663	43,739 1.2480	44,176
3	39,253 1.1200	39,645	41,180 1.1750	41,592	44,405 1.2670	44,849	44,948 1.2825	45,397	45,456 1.2970	45,910
4	40,654 1.1600	41,061	42,757 1.2200	43,185	46,122 1.3160	46,583	46,665 1.3315	47,132	47,173 1.3460	47,645
5	42,056 1.2000	42,477	44,334 1.2650	44,778	47,839 1.3650	48,317	48,382 1.3805	48,866	48,891 1.3950	49,379
6	43,458 1.2400	43,893	45,912 1.3100	46,371	49,556 1.4140	50,052	50,100 1.4295	50,601	50,608 1.4440	51,114
7	44,860 1.2800	45,309	47,489 1.3550	47,964	51,274 1.4630	51,786	51,817 1.4785	52,335	52,325 1.4930	52,848
8	46,262 1.3200	46,725	49,066 1.4000	49,556	52,991 1.5120	53,521	53,534 1.5275	54,070	54,042 1.5420	54,583
9	47,664 1.3600	48,141	50,643 1.4450	51,149	54,708 1.5610	55,255	55,252 1.5765	55,804	55,760 1.5910	56,317
10	49,066 1.4000	49,556	52,220 1.4900	52,742	56,426 1.6100	56,990	56,969 1.6255	57,539	57,477 1.6400	58,052
11	50,468 1.4400	50,972	53,797 1.5350	54,335	58,143 1.6590	58,724	58,686 1.6745	59,273	59,194 1.6890	59,786
12	51,870 1.4800	52,388	55,374 1.5800	55,928	59,860 1.7080	60,459	60,403 1.7235	61,007	60,912 1.7380	61,521
15	53,271 1.5200	53,804	56,951 1.6250	57,521	61,578 1.7570	62,193	62,121 1.7725	62,742	62,629 1.7870	63,255
18	53,972 1.5400	54,512	57,740 1.6475	58,317	62,436 1.7815	63,061	62,979 1.7970	63,609	63,488 1.8115	64,122
20	54,673 1.5600	55,220	58,528 1.6700	59,114	63,295 1.8060	63,928	63,838 1.8215	64,476	64,346 1.8360	64,990
25	55,374 1.5800	55,928	59,317 1.6925	59,910	64,153 1.8305	64,795	64,697 1.8460	65,344	65,205 1.8605	65,857
30	56,075 1.6000	56,636	60,106 1.7150	60,707	65,012 1.8550	65,662	65,555 1.8705	66,211	66,064 1.8850	66,724

* = graduate semester hours after degree is obtained.

HOURLY RATES

Summer School / Adult	\$21
After School Program / Tutoring	\$16

LONGEVITY

24	Following 5 Years of Service	\$600
	Following 10 Years of Service	\$825
	Following 15 Years of Service	\$1,100
	Following 20 Years of Service	\$1,300
	Following 25 Years of Service	\$1,550

Section 7.03 - Salary Schedule Plus 1% STRS, Effective 2017-2018

BASE SALARY: \$35,397

YRS. EXP.	BACHELOR'S DEGREE		BACHELOR'S +15 HOURS *		MASTER'S DEGREE		MASTER'S +15 HOURS *		MASTER'S +30 HOURS *	
0	35,397 1.0000	35,751	36,813 1.0400	37,181	39,645 1.1200	40,042	40,194 1.1355	40,596	40,707 1.1500	41,114
1	36,813 1.0400	37,181	38,406 1.0850	38,790	41,380 1.1690	41,793	41,928 1.1845	42,348	42,442 1.1990	42,866
2	38,229 1.0800	38,612	39,999 1.1300	40,399	43,114 1.2180	43,545	43,663 1.2335	44,099	44,176 1.2480	44,618
3	39,645 1.1200	40,042	41,592 1.1750	42,008	44,849 1.2670	45,297	45,397 1.2825	45,851	45,910 1.2970	46,370
4	41,061 1.1600	41,472	43,185 1.2200	43,617	46,583 1.3160	47,049	47,132 1.3315	47,603	47,645 1.3460	48,121
5	42,477 1.2000	42,902	44,778 1.2650	45,226	48,317 1.3650	48,801	48,866 1.3805	49,355	49,379 1.3950	49,873
6	43,893 1.2400	44,332	46,371 1.3100	46,834	50,052 1.4140	50,552	50,601 1.4295	51,107	51,114 1.4440	51,625
7	45,309 1.2800	45,762	47,964 1.3550	48,443	51,786 1.4630	52,304	52,335 1.4785	52,858	52,848 1.4930	53,377
8	46,725 1.3200	47,192	49,556 1.4000	50,052	53,521 1.5120	54,056	54,070 1.5275	54,610	54,583 1.5420	55,129
9	48,141 1.3600	48,622	51,149 1.4450	51,661	55,255 1.5610	55,808	55,804 1.5765	56,362	56,317 1.5910	56,880
10	49,556 1.4000	50,052	52,742 1.4900	53,270	56,990 1.6100	57,560	57,539 1.6255	58,114	58,052 1.6400	58,632
11	50,972 1.4400	51,482	54,335 1.5350	54,878	58,724 1.6590	59,312	59,273 1.6745	59,866	59,786 1.6890	60,384
12	52,388 1.4800	52,912	55,928 1.5800	56,487	60,459 1.7080	61,063	61,007 1.7235	61,618	61,521 1.7380	62,136
15	53,804 1.5200	54,342	57,521 1.6250	58,096	62,193 1.7570	62,815	62,742 1.7725	63,369	63,255 1.7870	63,888
18	54,512 1.5400	55,057	58,317 1.6475	58,900	63,061 1.7815	63,691	63,609 1.7970	64,245	64,122 1.8115	64,764
20	55,220 1.5600	55,772	59,114 1.6700	59,705	63,928 1.8060	64,567	64,476 1.8215	65,121	64,990 1.8360	65,640
25	55,928 1.5800	56,487	59,910 1.6925	60,509	64,795 1.8305	65,443	65,344 1.8460	65,997	65,857 1.8605	66,515
30	56,636 1.6000	57,202	60,707 1.7150	61,314	65,662 1.8550	66,319	66,211 1.8705	66,873	66,724 1.8850	67,391

* = graduate semester hours after degree is obtained.

HOURLY RATES

Summer School / Adult	\$21
After School Program / Tutoring	\$16

LONGEVITY

Following 5 Years of Service	\$600
Following 10 Years of Service	\$825
Following 15 Years of Service	\$1,100
Following 20 Years of Service	\$1,300
Following 25 Years of Service	\$1,550

7.04 LONGEVITY

7.04.1 Certificated teaching staff members shall receive longevity pay based upon years of teaching experience in the Parkway Local Schools under a teaching contract or contract requiring teacher certification from the Ohio Department of Education.

7.04.2	Following 5 years of experience	\$ 600.00
	Following 10 years of experience	\$ 825.00
	Following 15 years of experience	\$1,100.00
	Following 20 years of experience	\$1,300.00
	Following 25 years of experience	\$1,550.00

7.04.3 Longevity pay shall be pro-rated for positions of less than full time.

7.04.4 Longevity pay shall not be figured into the daily rate for any position.

7.04.5 Part-time employees shall receive full year experience toward longevity but longevity payment shall be pro-rated for that particular year.

7.05.1 Supplemental Salary Schedule - Effective 2015-2016

Base Salary: \$ 34,360

+ Service Experience Increments

Supplemental Position	Parkway # of Positions	% of Base Salary	Amount	3 Yrs.	6 Yrs.	9 Yrs.	12 Yrs.
Class 1 Athletic Director	1	21.0	\$ 7,216	\$ 420	\$ 735	\$ 1,050	\$ 1,365
Class 2 Head Basketball - B&G Head Football	2 1	16.0	5,498	320	560	800	1,040
Class 3 Head Baseball Head Softball Head Track - B&G Head Volleyball Head Wrestling	1 1 2 1 1	13.0	4,467	260	455	650	845
Class 4 Head Band Instructor Assistant Athletic Director	1 1	12.0	4,123	240	420	600	780
Class 5 Assistant Basketball - B&G Assistant Football Weight Room Coordinator	4 4 1	10.0	3,436	200	350	500	650
Class 6 Cheerleader Advisor Head Cross Country Head Golf - B&G Head Bowling - B&G Head Yearbook Advisor	1 1 2 2 1	9.0	3,092	180	315	450	585
Class 7 Assistant Baseball Assistant Softball Assistant Track B&G Assistant Volleyball Assistant Wrestling High School Choir Director Jr. High Basketball B&G Jr. High Football B&G	2 2 2 2 1 1 4 1	8.0	2,749	160	280	400	520
Class 8 Jr. High Assistant Football Freshman Basketball - B&G Freshman Baseball Freshman Volleyball Drama Club	2 2 1 1 1	7.0	2,405	140	245	350	455
Class 9 Jr. High Baseball Jr. High Softball Jr. High Track - B&G Jr. High Volleyball Jr. High Wrestling Assistant Band Instructor Public Relations Coordinator	2 2 2 2 2 1 1	6.0	2,062	120	210	300	390

Class 10							
Junior Class Advisor	1						
DECA Advisor	1	5.0	1,718	100	175	250	325
Jr. High Cheerleader Advisor	1						
Jr. High Assistant Track - B&G	1						
Class 11							
Scholastic Bowl Advisor	1						
Assistant Yearbook Advisor	1						
Flag Corp Advisor	1	4.0	1,374	80	140	200	260
Jr. High Musical Director	1						
Jr. High Choir	1						
Assistant Drama Club	1						
Class 12							
Intermural Director (B & G)	2						
Senior Class Advisor	1	3.0	1,031	60	105	150	195
HS Student Council Advisor	1						
Class 13							
Assitant Cheerleader Advisor	1						
Jr. High Assistant Musical Director	1						
Freshman Class Advisor	1	2.0	687	40	70	100	130
Sophomore Class Advisor	1						
JH Student Council Advisor	1						
Class 14							
Pep Club Advisor	1						
Art Club Advisor	1						
Foreign Language Club Advisor	2	1.5	515	30	53	75	98
National Honor Society Advisor	1						
Science Club Advisor	1						
Class 15							
HS Talent Show Coordinator	1	1.0	344	20	35	50	65
Future Teachers of America Advisor	1						

7.05.1 Supplemental Salary Schedule - Effective 2016-2017

Base Salary: \$ 35,047

+ Service Experience Increments

Supplemental Position	Parkway # of Positions	% of Base Salary	Amount	3 Yrs.	6 Yrs.	9 Yrs.	12 Yrs.
Class 1 Athletic Director	1	21.0	\$ 7,360	\$ 420	\$ 735	\$ 1,050	\$ 1,365
Class 2 Head Basketball - B&G Head Football	2 1	16.0	5,608	320	560	800	1,040
Class 3 Head Baseball Head Softball Head Track - B&G Head Volleyball Head Wrestling	1 1 2 1 1	13.0	4,556	260	455	650	845
Class 4 Head Band Instructor Assistant Athletic Director	1 1	12.0	4,206	240	420	600	780
Class 5 Assistant Basketball - B&G Assistant Football Weight Room Coordinator	4 4 1	10.0	3,505	200	350	500	650
Class 6 Cheerleader Advisor Head Cross Country Head Golf - B&G Head Bowling - B&G Head Yearbook Advisor	1 1 2 2 1	9.0	3,154	180	315	450	585
Class 7 Assistant Baseball Assistant Softball Assistant Track B&G Assistant Volleyball Assistant Wrestling High School Choir Director Jr. High Basketball B&G Jr. High Football B&G	2 2 2 2 1 1 4 1	8.0	2,804	160	280	400	520
Class 8 Jr. High Assistant Football Freshman Basketball - B&G Freshman Baseball Freshman Volleyball Drama Club	2 2 1 1 1	7.0	2,453	140	245	350	455
Class 9 Jr. High Baseball Jr. High Softball Jr. High Track - B&G Jr. High Volleyball Jr. High Wrestling Assistant Band Instructor Public Relations Coordinator	2 2 2 2 2 1 1	6.0	2,103	120	210	300	390

<u>Class 10</u>							
Junior Class Advisor	1						
DECA Advisor	1	5.0	1,752	100	175	250	325
Jr. High Cheerleader Advisor	1						
Jr. High Assistant Track - B&G	1						
<u>Class 11</u>							
Scholastic Bowl Advisor	1						
Assistant Yearbook Advisor	1						
Flag Corp Advisor	1	4.0	1,402	80	140	200	260
Jr. High Musical Director	1						
Jr. High Choir	1						
Assistant Drama Club	1						
<u>Class 12</u>							
Intermural Director (B & G)	2						
Senior Class Advisor	1	3.0	1,051	60	105	150	195
HS Student Council Advisor	1						
<u>Class 13</u>							
Assitant Cheerleader Advisor	1						
Jr. High Assistant Musical Director	1						
Freshman Class Advisor	1	2.0	701	40	70	100	130
Sophomore Class Advisor	1						
JH Student Council Advisor	1						
<u>Class 14</u>							
Pep Club Advisor	1						
Art Club Advisor	1						
Foreign Language Club Advisor	2	1.5	526	30	53	75	98
National Honor Society Advisor	1						
Science Club Advisor	1						
<u>Class 15</u>							
HS Talent Show Coordinator	1	1.0	350	20	35	50	65
Future Teachers of America Advisor	1						

7.05.1 Supplemental Salary Schedule - Effective 2017-2018

Base Salary: \$ 35,397

+ Service Experience Increments

Supplemental Position	Parkway # of Positions	% of Base Salary	Amount	3 Yrs.	6 Yrs.	9 Yrs.	12 Yrs.
Class 1 Athletic Director	1	21.0	\$ 7,433	\$ 420	\$ 735	\$ 1,050	\$ 1,365
Class 2 Head Basketball - B&G Head Football	2 1	16.0	5,664	320	560	800	1,040
Class 3 Head Baseball Head Softball Head Track - B&G Head Volleyball Head Wrestling	1 1 2 1 1	13.0	4,602	260	455	650	845
Class 4 Head Band Instructor Assistant Athletic Director	1 1	12.0	4,248	240	420	600	780
Class 5 Assistant Basketball - B&G Assistant Football Weight Room Coordinator	4 4 1	10.0	3,540	200	350	500	650
Class 6 Cheerleader Advisor Head Cross Country Head Golf - B&G Head Bowling - B&G Head Yearbook Advisor	1 1 2 2 1	9.0	3,186	180	315	450	585
Class 7 Assistant Baseball Assistant Softball Assistant Track B&G Assistant Volleyball Assistant Wrestling High School Choir Director Jr. High Basketball B&G Jr. High Football B&G	2 2 2 2 1 1 4 1	8.0	2,832	160	280	400	520
Class 8 Jr. High Assistant Football Freshman Basketball - B&G Freshman Baseball Freshman Volleyball Drama Club	2 2 1 1 1	7.0	2,478	140	245	350	455
Class 9 Jr. High Baseball Jr. High Softball Jr. High Track - B&G Jr. High Volleyball Jr. High Wrestling Assistant Band Instructor Public Relations Coordinator	2 2 2 2 2 1 1	6.0	2,124	120	210	300	390

Class 10							
Junior Class Advisor	1						
DECA Advisor	1	5.0	1,770	100	175	250	325
Jr. High Cheerleader Advisor	1						
Jr. High Assistant Track - B&G	1						
Class 11							
Scholastic Bowl Advisor	1						
Assistant Yearbook Advisor	1						
Flag Corp Advisor	1	4.0	1,416	80	140	200	260
Jr. High Musical Director	1						
Jr. High Choir	1						
Assistant Drama Club	1						
Class 12							
Intermural Director (B & G)	2						
Senior Class Advisor	1	3.0	1,062	60	105	150	195
HS Student Council Advisor	1						
Class 13							
Assitant Cheerleader Advisor	1						
Jr. High Assistant Musical Director	1						
Freshman Class Advisor	1	2.0	708	40	70	100	130
Sophomore Class Advisor	1						
JH Student Council Advisor	1						
Class 14							
Pep Club Advisor	1						
Art Club Advisor	1						
Foreign Language Club Advisor	2	1.5	531	30	53	75	98
National Honor Society Advisor	1						
Science Club Advisor	1						
Class 15							
HS Talent Show Coordinator	1	1.0	354	20	35	50	65
Future Teachers of America Advisor	1						

7.05.2 Numbers in parenthesis () are estimates based on participation. Low participation may result in not hiring a position versus high participation may result in mutual agreement between the Board and the Association for additional supervisors.

7.05.3 **Multiple Positions** - If one person holds the supplemental contract for two positions of the same category, the pay may be calculated by multiplying the sum of the percentages by a 75% combination factor. The decision of whether the positions should be paid using this method or separately shall be decided by the Superintendent and the Board of Education.

7.05.4 **HOURLY RATES:**

- a. Summer School / Adult Education \$21.00
- b. After School Program / Tutoring \$16.00

7.05.5 **Extended Season Pay for Tournament Play** - In the event that an interscholastic team advances beyond the first level in tournament competition, the following schedule will apply.

Head Softball	\$200 per additional week
Head Football	\$200 per additional week
Head Volleyball	\$200 per additional week
Head Basketball	\$200 per additional week
Head Baseball	\$200 per additional week
Head Track	\$100 per additional week
Golf	\$100 per additional week
Cross Country	\$100 per additional week
Asst. HS Coaches	\$100 per additional week
Asst. Track	\$ 50 per additional week
Cheerleader	\$ 50 per additional week

7.06 **PROFESSIONAL EXPENSE REIMBURSEMENT**

Expenses for Professional meetings or Board approved business shall be paid at the following rates:

Mileage	IRS rate adopted each January 1
Registration & Materials	100%
Hotel	100% up to \$120/night
Meals	\$20.00 per day for overnight trips
Air Transportation	100% of coach class, up to \$250.00

If the Professional meeting or Board approved business is located 120 miles or more from the school, and begins before 9 a.m., the Board of Education will pay for a hotel room on the night before the meeting or business at the above rate.

7.07 COLLEGE TUITION REIMBURSEMENT

7.07.1a Reimbursement shall be made at the rate of one hundred fifty dollars (\$150) per semester hour of recognized college training for all additional work completed. Course work must have the prior approval of the local superintendent. Reimbursement will not exceed nine hundred (\$900) dollars in any one calendar year (January 1 through December 31), and the request for reimbursement must be submitted within three (3) months of course completion. In order to be eligible for reimbursement, teachers must submit proof of course grade of "C" or better to the Treasurer. If fee waiver slips are used in courses taken, money will not be reimbursed by the district for that portion of the tuition. The end of course date will determine the calendar year of reimbursement.

7.07.1b Correspondence coursework (mail-in, online, or video courses)

1. Correspondence coursework that is necessary for fulfillment of a degree program shall be reimbursed according to college coursework allowances above in Section 7.07.1a. A syllabus showing requirement of the course and proof of fulfillment is required for reimbursement.
2. Correspondence coursework not part of a degree program is subject to prior approval of the Superintendent. She/he may authorize the district to reimburse the teacher in full or half or none given the contents of the coursework studied. Reimbursement will follow the rates given in Section 7.07.1a.

7.07.1c In the event a teacher leaves the District within two (2) years following the completion of the work, the teacher must repay the amount the teacher received from the Board as reimbursement. The District may deduct any amounts owed from the teacher's remaining paychecks.

7.07.2 A faculty member asked to take additional college courses by the administration for the purposes of certification will, upon the approval by the Board of Education, receive 80% reimbursement. In the event a teacher leaves the District within two (2) years following the completion of the work, the teacher must repay the amount the teacher received from the Board as reimbursement. The District may deduct any amounts owed from the teacher's remaining paychecks.

7.08 LICENSURE RENEWAL REIMBURSEMENT

7.08.1 The Board of Education will reimburse a teacher for license renewal every five years if the teacher has had good evaluations in accordance with 7.08.2 below. If a teacher leaves the district within three years from receiving this benefit, the license renewal fee will be refunded to the district.

7.08.2 Using the new adopted evaluation form, a teacher must have five out of seven instructional planning indicators (as listed below) in the skilled or accomplished rating and no ineffective rating.

1. Focus for Learning
2. Prior content knowledge/sequence/connections
3. Knowledge of Students
4. Lesson Delivery
5. Differentiation
6. Resources
7. Classroom Environment

7.09 PERSONAL DAY REIMBURSEMENT

7.09.1 Unused personal days shall be reimbursed at current substitute pay rate unless no personal days are used; in which case, personal days shall be reimbursed at \$100 per day. Payment will be made at the end of each school year.

7.10 RETIREE TEACHERS

7.10.1 Any retired teacher employed by the Parkway Local Board of Education will be paid at the eight year experience step for their current educational degree level. If the retired teacher is rehired by the Parkway Local School District, he/she will be guaranteed a hearing to return to the same position that was held prior to retirement for the first year only. In the event there is an active list of members on recall, which resulted from a reduction in force, all recall rights of those reduced bargaining unit members will supersede any retire/rehire member applications until the recall list has been exhausted. If the retired teacher is reemployed in subsequent years, he/she will remain at the eight year step, but will receive the benefit of any negotiated base salary increase. This section shall not be construed as a guarantee that retired teachers will be rehired either initially or year to year after retirement.

7.10.2 Full-time returning retirees are eligible for the contracted single health insurance plans, and they may upgrade to a family plan at the employee's expense.

7.10.3 Retirement constitutes a break in service to the Parkway Local Schools for the purpose of severance, longevity, service credit, seniority, reduction in force, accumulation of sick leave, and Medicare. However, the retired teacher will be allowed to participate in the sick leave policy, the personal day absence policy, the section 125 policy, and the sick leave bank policy. The retired teacher may use only a maximum of five (5) sick leave days per semester from the sick leave bank.

- 7.10.4 The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and the state law.
- 7.10.5 A teacher shall be deemed "retired" under this Agreement when he/she has been approved for service retirement by the state teachers retirement system (STRS). Upon the retired teacher's "second" retirement he/she will not receive severance pay or any other retirement payments or incentives.
- 7.10.6 Indemnification: The rehired employee agrees to indemnify and hold the Board and Association harmless against any judgments for any costs, expenses, or other liabilities the Board or Association might incur as a result of the implementation and enforcement of this section of the collective bargaining agreement between the parties.

ARTICLE 8.00 - LEAVE/ BENEFIT SECTION

- 8.01 **DEFINITION OF LEAVE** – A leave of absence is an extended period of absence from duty which has been granted by the board of education upon written request by the employee. Without a written request, the board may grant a leave of absence to an employee because of physical or mental illness.
- 8.02 **REASONS FOR LEAVE OF ABSENCE** - School employees may request a leave of absence for the following reasons.
- a. Personal Illness
 - b. Physical Disability
 - c. Education or Professional Advancement
 - d. Maternity/Family Leave (according to Federal Family & Medical Leave Act)
 - e. Military Service
- 8.03 **DOCTOR'S STATEMENT** - Leave of absence for illness or physical disability will require a signed statement from the family doctor stating the reason and length of absence.
- 8.04 **LENGTH OF LEAVE** - Upon written request by the employee, the board may grant a leave of absence for no longer than one year. Upon written request, the board may renew the leave for an employee not to exceed one year.
- 8.05 **LEAVE WITHOUT PAY** - All leave of absences are without pay.

8.06 SICK LEAVE

- 8.06.1 Each full-time employee shall be entitled, for each completed month of service, to sick leave of one and one-fourth (1 ¼) workdays with pay. Employees in continuous service will accumulate fifteen (15) days per year.
- 8.06.2 Accumulation of unused sick leave shall be limited to two hundred and thirty (230) days.
- 8.06.3 The previously accumulated unused sick leave of an employee from public school service shall be accepted upon employment as an employee of the school.
- 8.06.4 Employees may use sick leave, upon approval of the Superintendent, as follows:
 - a. For absence due to personal illness, injury, exposure to a contagious disease which could be communicated to others, and for absence due to illness, injury in the employee's immediate family. Immediate family is defined as spouse, child, parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or resident in the employee's home.
 - b. Up to five (5) days of sick leave, and additional days upon approval of the Superintendent, in the event of a death of a member of the employee's immediate family as defined in 8.06.4 a. above.
 - c. One (1) day of sick leave, and additional days upon approval of the Superintendent, may be used to attend the funeral of other relatives not considered immediate family members.
- 8.06.5 New employees with no accumulative sick leave shall be granted five (5) workdays of sick leave, effective immediately; however, this will not be in addition to their yearly entitlement.
- 8.06.6 Falsification of sick leave shall be subject to disciplinary action in accordance with O.R.C. 3319.141.
- 8.06.7 After use of five (5) consecutive days of sick leave, if requested by the Superintendent, the employee shall furnish a written signed statement from a physician justifying the use of sick leave.
- 8.06.8 A regular or full-time employee who leaves the employment of the board of education by resignation, removal, or any other cause, forfeits all unused days of sick leave until such time when he may be re-employed by the board of education or transfers such leave to another school district.

8.06.9 Absence due to reasons cited in 8.06.4 above in excess of accumulated sick leave shall result in loss of salary based on the employee's daily rate.

8.06.10 Provisional appointees or those who render part-time, seasonal, intermittent per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same rate as that granted for full-time employees, when employed under regular contract by the board of education.

8.07 SEVERANCE PAY

Upon retirement any certified employee age fifty-four (54) or younger in the year of separation from active service who meets the state requirement of a minimum of ten years of active service, shall be paid severance pay during the following January. Severance pay shall be calculated as follows: The maximum payment shall be for one-fourth of one hundred ninety-five (195) days, plus an additional one (1) day for each year over twenty years of service in unused sick leave credit in the Rockford, Willshire, Mendon, and Parkway School systems (62 day maximum) multiplied by the employee's daily rate of pay at the time of retirement. Retirement shall be defined as disability or service retirement under the State Teachers Retirement System. Upon payment, all sick leave credit accrued by the employee is eliminated.

For all certified retiring employees age fifty-five (55) or older in the year of separation of service: In lieu of payment during the following January, the Parkway Local Board of Education will make a contribution in an amount equal to the afore mentioned severance pay calculation to the retiring employee's 403(b) Plan adopted by the Board of Education on December 1, 2007.

8.07.1 RETIREMENT INCENTIVE

In addition to the severance pay currently provided under the section above, all teachers meeting the requirements of and who retire in accordance with this section shall receive an additional amount of seven thousand, five hundred dollars (\$7,500), payable in a lump sum by January 31st of the new calendar year and shall be guaranteed a hearing for reemployment by the school district for the following school year in accordance with Section 7.10. This retirement incentive is voluntary and does not apply to teachers applying for and/or receiving disability retirement or teachers terminated by the Board for cause or where such contracts are otherwise discontinued or suspended involuntarily. The teacher must meet all of the following requirements to be eligible for the incentive:

- a. The teacher must have ten (10) or more years of service with the Board.

- b. The teacher must meet STRS retirement eligibility rules.
- c. The teacher must retire at the earliest eligible year according to STRS rules.
- d. Application Procedure: In order to obtain this special retirement incentive, a teacher who will be eligible to retire during the year or at the end of the school year, must submit a letter of resignation and intent to retire at least sixty (60) calendar days before the retirement takes effect, but in no event later than February 15 of the particular school year.
- e. After receipt of the teacher's letter showing proof of both local and STRS eligibility, the Board shall verify that the teacher meets all of the requirements of the plan and shall issue a notice of approval within sixty (60) calendar days of application. Neither the Board nor the teacher may withdraw from this action after Board approval of the retirement unless STRS negates retirement status. The benefits provided above are exclusive and will not be included in salary computations for the purposes of determining STRS benefits.

8.07.2 EARLY RETIREMENT INCENTIVE

If a teacher retires at the earliest eligible year in accordance with STRS Rules, the teacher shall be guaranteed a hearing for reemployment by the school district for the following school year in accordance with Section 7.10.

8.08 JURY SERVICE

The law states that the board of education may pay a full-time employee, including hourly and per diem employees, the difference between such employee's regular compensation and the remuneration received by him for serving as a juror 3313.211 O.R.C.

An employee may turn payment for jury duty into the treasurer or keep that payment and have that sum deducted from his regular pay.

8.09 STAFF TRANSFER, REASSIGNMENT, VACANCIES

In the event that staff transfers and/or reassignments are necessary within the Parkway School District, the following criteria will be used:

- a. Licensure/Endorsements
- b. Seniority in the district
- c. Experience in level/subject area/job category

Similarly qualified applicants will move to the interview process below in 8.09.1.

- 8.09.1 Should two or more staff have similar qualifications, interviews with the administration only will be conducted and the position determined on that basis.
- 8.09.2 Staff vacancies shall be posted for current staff when school is in session by placing a written notification in each employee's mailbox or via email. When school is not in session, employees shall be notified by mail or with the bi-weekly payroll notification. Minimum posting of vacancies shall be 72 hours. Letters of intent shall also be reviewed when making staffing decisions. Vacancies that occur ten (10) working days or less prior to the commencement of a new school year may be filled without posting. Positions filled in this manner shall be reposted the following spring no later than May 1.

8.10 **REDUCTION IN FORCE**

If the Board of Education determines that it is necessary to reduce the number of certificated staff due to legitimate reasons such as decreased enrollment, return to duty of regular staff after leave of absence, consolidation of schools, territorial changes, mergers, program adjustments, or financial reasons, the following procedures shall apply:

- 8.10.1 In making reductions, the Board shall proceed to suspend contracts in consideration of the recommendation of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contract. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. The reassignment of a bargaining unit member from a full-time to a part-time contract shall constitute a reduction under this Article.
- 8.10.2 If two (2) or more bargaining unit members under continuing contracts have comparable evaluation results and qualifications, their ranking will be determined by their length of continuous service.
- 8.10.3 A bargaining unit member whose contract has been suspended by virtue of this reduction procedure will be given first consideration as a substitute teacher and have the right to be recalled, with due consideration given to evaluation results, to a position for which qualified or certified until the last contracted school day of the year following such date of the notification of reduction. All reasonable steps shall be taken to achieve the earliest possible notification of reduction or recall. If recalled, the bargaining unit member shall resume the seniority, salary and contract status held prior to the reduction.

8.11 SENIORITY

8.11.1 **Definition** - Seniority shall be defined as the length of continuous service as a certificated staff member of the Parkway Local School District.

- a. For reduction purposes only, employees employed under a continuing contract shall have greater seniority than those employed under a limited contract.

8.11.2 SENIORITY LIST

- a. A seniority list by area of certification shall be developed by the superintendent or his/her designee by September 30 of each school year.
- b. The seniority list will be based upon certification information that is available to the superintendent in the individual employee's personnel file.
- c. The seniority list will be maintained by the superintendent and will be available for individual review upon request.

8.11.3 MEASURING LENGTH OF SERVICE

- a. Date of hire shall be the date on which nominations are made by the Superintendent and approved by the Board.
- b. Length of continuous service will not be interrupted nor increased by Board approved leaves of absence.
- c. Where two or more teachers have the same length of service, seniority shall be determined by Administration on the basis of the last three evaluations, and supplemental positions held.

8.12 PERSONAL LEAVE POLICY

8.12.1 Each employee shall receive a maximum of three personal days per school year. All three days shall be unrestricted personal leave if 72-hours notice is given.

8.12.2 Teachers may carry over one (1) personal day each year and accumulate up to five (5) personal days.

- a. If a teacher chooses to carry over a personal day, he/she will be compensated \$75 per day for any remaining personal days as described in Section 7.09.1, negating any bonus that would have been available.

- b. A thirty (30) day advance notice is required to use more than three (3) personal days for a single absence.

A maximum of ten percent (10%) of the teaching staff will be permitted to use personal days for a multiple-day span (4 or 5 days) at the same time.

- 8.12.3 Use of personal days during State of Ohio testing (OAA, OGT) requires prior authorization of the superintendent.

- 8.12.4 With thirty (30) days prior notice, one personal day may be used in the last ten (10) days of the year for chaperoning a son/daughter's school activity or preparing for son/daughter's graduation. Excluding the previous, no personal days may be used in the last ten (10) days except in emergency situations approved by the superintendent or his designee. (See also Section 7.09)

8.13 FAMILY AND MEDICAL LEAVE ACT RIGHTS

- 8.13.1 Teachers may use sick leave for pregnancy or child care.

- 8.13.2 In addition, bargaining unit members may use sick leave for absences due to child care and other FMLA areas for up to twelve (12) weeks as defined by the Family and Medical Leave Act of 1993. The use of the FMLA will not be counted against any other existing leave within the Master Agreement.

8.14 ASSOCIATION LEAVE

The association president or his/her designee shall be granted three (3) days of leave to be used for the conduct of association business. The association president must provide seventy-two (72) hours notice except when time is waived by the superintendent.

8.15 SICK LEAVE BANK

All current certified staff members may contribute one (1) day of their accumulated sick leave per year to a district-wide sick leave bank. The enrollment date deadline for the sick leave bank is September 15 of each year.

- 8.15.1 If a certified staff member, who was eligible at the inception of the sick leave bank, chooses to join after the inception they must make up all days which they would have been assessed if they had joined when they were first eligible.

- 8.15.2 All newly hired certified staff members will be eligible to join by donating one day of their sick leave.

- 8.15.3 The association president will appoint members to a Sick Leave Bank Committee, which will determine the operation of the sick leave bank.
- 8.15.4 The Sick Leave Bank Committee will notify the Treasurer of the number of days that a member of the bank is to receive from the sick leave bank.
- 8.15.5 All certificated employees will be provided with an annual options form to indicate participation in the sick leave bank. These forms will be forwarded to the Treasurer within ten (10) working days of the enrollment date deadline.
- 8.15.6 No days may be used from the sick leave bank until all accumulated sick and personal days are used by the employee.

8.16 ASSAULT LEAVE

- 8.16.1 "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.
- 8.16.2 Pursuant to and in accordance with *Section 3319.143 of the Ohio Revised Code*, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under *Section 3319.141 of the Ohio Revised Code*. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of forty-five (45) working days.
- 8.16.3 A teacher shall be granted assault leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or materials to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
 - b. Upon notice to the principal or superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said

assault, sign said statement, and present it to the building principal or superintendent.

- c. To qualify for assault leave, the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the superintendent. The superintendent may require a medical doctor's statement justifying the continuation of the leave. The board may require an exam by a physician of its choice, at Board expense.

ARTICLE 9.00 - SCHOOL CALENDAR/DAY

9.01 CHANGES IN SCHOOL DAY LENGTH, INSTRUCTION TIME, PLANNING TIME

- 9.01.1 The administration will notify P.E.A. of any changes affecting the above mentioned items. Input will be sought from those teachers affected by such changes. The Board of Education, however, will maintain sole discretion as to changes in the length of the school day and year, instruction time, and planning time.
- 9.01.2 Except for new hires, the maximum number of employee work days shall not exceed 184. New hires shall work 185 days.
- 9.01.3 On the full-day parent-teacher conference day, which will be no more than seven hours and fifteen minutes, teachers will be permitted a sixty minute meal break.
- 9.01.4 Teachers will not be required to attend more than ten staff meetings per school year. A "staff meeting" is a meeting that is required to be attended by all teachers in a building that last approximately twenty minutes before or after the start of school. The opening meeting at the beginning of the school year shall not be considered a "staff meeting."
- 9.01.5 All teachers are required to complete one (1) teacher work day, without students, at the end of the school year as part of their current 184 working days. No mandatory staff meetings will be held on this day.
- 9.01.6 The District shall provide teachers with access to a telephone in a private location.
- 9.01.7 Starting the 2016-17 school year, in place of working on Martin Luther King Day, one of the four teacher work days will be an in-service scheduled by each teacher on his/her own time between May 1 and Martin Luther King Day. The in-service, being job-related, will include at least six (6) hours and proof of attendance will be submitted to the Superintendent before Martin

Luther King Day each year.(Due to a PEA/BOE agreement, the 2015 in-service shall be technology related.)

9.02 CALENDAR INPUT

9.02.1 A calendar committee consisting of three (3) bargaining unit representatives appointed by the association president, the superintendent or his designee, and two (2) non-bargaining unit members appointed by the superintendent, shall develop two (2) calendar options. The two (2) options shall be presented to the staff for a vote. The top vote-getter shall be recommended to the Board of Education for adoption with the Board of Education retaining the final authority over the calendar.

9.02.2 The calendar shall list the make-up days in order with no make-up day being scheduled without a week's notice to the students and staff. Parent-teacher conference days, and all pay days will be included on the Board adopted calendar.

9.02.3 The Calendar Committee will assume responsibility for scheduling E-Days/Blizzard Bag Days, and these days will be scheduled at least one (1) week apart on the calendar.

9.03 SALARY NOTIFICATION

Salary notifications shall be provided to teaching staff in accordance with the July 1 deadline if negotiations are complete and salary schedules are approved. If negotiations are in progress or incomplete, salary notifications will be delayed until negotiations are completed.

9.04 PAY PRACTICES

9.04.1 Each school year, teachers shall be paid on Fridays on the basis of twenty-six (26), two-week pay periods. When a regular Friday pay day occurs within a two-day holiday period, the pay day shall be advanced to the last day prior to the beginning of said holiday period. The first Friday pay date and the pay date(s) for Christmas break will be established by the provisions within Section 9.02.

9.04.2 There will be twenty-six (26) deductions for insurances, tax sheltered annuities, and other items agreed to. The first two (2) pay periods shall contain no deductions for Association dues. Deductions for Association dues will be done in equal amounts over the remaining pay periods for the next twenty-four (24) pay periods.

9.04.3 All pay days will be established in the Board adopted calendar.

ARTICLE 10.00 - TEACHER RIGHTS

10.01 INTERNAL SUBSTITUTION

An administrator may ask but not require members of the bargaining unit to cover a class during their prep time. Bargaining unit members who agree to the non-required work shall be reimbursed at a rate of \$10.00 per hour (\$7.50 per 40-45 minute class period). The administrator and staff member shall submit a completed time sheet to the treasurer's office to verify such work.

10.02 An administrator shall not require special education teachers and the media specialist to substitute teach in regular education programs.

10.03 Teachers shall not be required to participate in bomb searches but shall participate in monitoring students or walking them to safe locations should such a situation occur. (Participation shall be defined as physically searching the premises for such items).

10.04 LABOR MANAGEMENT COMMITTEE

A labor-management committee shall be created. There shall be four bargaining unit members, one from each elementary, intermediate, middle, and high school, who shall be appointed by the Association President. The Association president or his/her designee shall also be a member. The administration may choose up to five members. This committee may address items which are covered under *ORC 4117*, board policy and procedures and other statutory provisions related to education. Any recommendations from this committee shall first be approved by both parties' bodies.

ARTICLE 11.00 - MENTOR PROGRAM

11.01 This program was approved by county committee with local compensation to be one percent (1%) of base for mentor. (This amount shall be pro-rated for part-time personnel; to be shared if more than one (1) mentor is assigned to a new staff member.)

11.02 PROGRAM GOAL

This program will provide positive assistance and support to an entry-year teacher utilizing county office coordinators and a local mentor.

11.03 PROGRAM OBJECTIVES

The program will provide opportunities for entry-year teachers to:

- 11.03.1 be assisted in improving instructional skills.
- 11.03.2 be assisted in gaining knowledge of all phases of school and classroom management tasks.
- 11.03.3 become familiarized with local procedures and policies.
- 11.04 Administrative and educational personnel shall provide ongoing assistance for professional needs related to their specific assignment(s).

11.05 PROGRAM PERSONNEL RESPONSIBILITY

County office coordinators will be responsible for classroom observations and conferences. Possible topics could include the following:

- 11.05.1 Nature of the entry-year program
- 11.05.2 Course of study development and use
- 11.05.3 Lesson planning
- 11.05.4 Competency based education programs (CBE)
- 11.05.5 Instructional improvement
- 11.05.6 Teaching models
- 11.05.7 Problem solving
- 11.05.8 In-service planning
- 11.05.9 County office services
- 11.05.10 Special education programs
- 11.05.11 Certification
- 11.05.12 Continuing education units (CEU's)
- 11.06 Teacher mentor personnel will be responsible for providing information and suggestions to successfully integrate the entry-year teacher into the building and school district. Topics to cover could include the following:
 - 11.06.1 Nature of the entry-year program
 - 11.06.2 District policies and regulations
 - 11.06.3 Organizational chart and responsibilities
 - 11.06.4 Teacher evaluation procedures
 - 11.06.5 Testing program
 - 11.06.6 Textbook and materials selection procedure
 - 11.06.7 Teacher handbook
 - 11.06.8 Student handbook
 - 11.06.9 Requisition of supplies
 - 11.06.10 Grading system
 - 11.06.11 Interim reports
 - 11.06.12 Lesson plan requirements
 - 11.06.13 Discipline plan and procedure
 - 11.06.14 Contracts and master agreement
 - 11.06.15 Forms-insurance, retirement, etc.

11.07 TEACHER MENTOR

Candidates shall possess the following eligibility requirements:

- 11.07.1 Experience and certification appropriate to the assignment of the entry-year person.
- 11.07.2 Knowledge, skill, attitudes, and values deemed essential for becoming an effective mentor.
- 11.07.3 Be a certificated employee of the district in which the mentoring will take place.
- 11.07.4 If a similar certificated person is not available or willing to accept the position, the administration may select a mentor who is not on staff.

11.08 PROCEDURE FOR SELECTION

- 11.08.1 Following appropriate consultation with building principals, county office coordinators, and local experienced certified staff members, each superintendent shall choose a mentor for each entry-year teacher.
- 11.08.2 Whenever feasible, mentors from the same grade level shall be utilized for elementary entry-year teachers and from the same general curricular area for high school entry-year teachers.

11.09 MENTORS SHALL BE PROVIDED WITH THE FOLLOWING:

- 11.09.1 An orientation which would include training in knowledge and skills necessary to perform mentoring responsibilities.
- 11.09.2 Opportunities to consult with and otherwise assist the assigned entry-year person on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.
- 11.09.3 Compensation for mentor services will be a local decision.

11.10 SCOPE OF ENTRY-YEAR PROGRAM

- 11.10.1 All first-year teachers will be included in the program.
- 11.10.2 Any experienced teacher new to the school system will be included in the program.
- 11.10.3 Middle-of-the-year entry teachers shall be phased in at the time of their employment.

11.10.4 A previously employed teacher returning after an extended leave of absence may be included in the program.

11.10.5 Long term substitutes may be included in the program.

11.11 STATEMENT ON PROFESSIONAL DEVELOPMENT ACTIVITIES FOR ENTRY-YEAR TEACHERS AND ASSESSMENT OF PERFORMANCE

11.11.1 The function of county office coordinators and teacher mentors in the entry-year program is directed toward achieving the previously listed objectives.

11.11.2 Assessment of evaluation to make judgments about assignments, promotion, transfer, or continued employment of entry-year teachers is not a function of the program.

11.12 EVALUATION AND REVISION

11.12.1 Assessment of the entry-year program as it is phased in will be made during the 1988-89 school year and will provide information for any needed revisions.

11.12.2 The school district shall evaluate the program at least every five years. Program administrators, mentors, and entry-year persons shall be involved in the evaluation.

11.13 TIME TABLE OF EVENTS -- SUGGESTED

11.13.1 FEB: Meet with local staff representative for input.
Present rough draft to staff representative.

11.13.2 APRIL: Finalize Program

11.13.3 MAY: Present Program to Superintendent

11.13.4 JUNE: Local Boards Approve Program
Transmit Statement of Assurance to the State Department

11.13.5 AUGUST: Present Program to Staff
Select Mentors
Entry Year Teacher, Mentor, Coordinator Meeting

11.13.6 SEPT: Initiate Program

11.13.7 OCT - DEC: Carry-out Program
Classroom Visitations and Conferences - County Personnel
Scheduled Meetings Between Entry-Year Teachers

13.02 STEP 1, BUILDING PRINCIPAL –

Complaints lodged against teachers by students, parents, or members of the community should be referred to and resolved informally by the building principal. The principal will inform teachers who are the subject of any complaint, oral or written, lodged in accordance with this paragraph as soon as possible after it is lodged if the administration believes the complaint serious enough that it may become a matter of the teacher's written record.

13.03 STEP 2, SUPERINTENDENT –

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at the building level, the complainant may have the complaint reduced to writing for submission to the Superintendent. The teacher shall be given a copy of the complaint as soon as possible after submission.

13.04 STEP 3, BOARD OF EDUCATION –

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at the Superintendent's level, the complainant may submit a written complaint to the Board of Education. If the Board discusses the complaint, such meeting shall be held in executive session of the Board. Complaints lodged with the Board first shall immediately be referred to the first or second step of this procedure, as appropriate.

13.05 The teacher shall be informed and invited to meet with the Superintendent or Board in Steps 2 or 3 above to discuss the complaint if the complainant and/or his/her representative(s) have a meeting with the Superintendent or Board. The complainant and/or the teacher may be accompanied by representative(s) of their choosing. Conferences regarding such complaints shall be private.

13.06 Any material placed in the teacher's folder must meet the conditions of Article 14 (Professional Personnel Files) of the negotiated agreement.

ARTICLE 14.00 - MEDICAL DUTIES

14.01 No teacher shall be required to administer medication, perform any medical procedures, or handle problems with bowel or bladder control or body fluids. The classroom teacher shall not be responsible for any lifting, diapering, or procedures such as catheterization for any student.

14.02 This provision shall not apply to administering medication on field trips. However, no teacher shall be required to administer an injection to a student on a field trip.

Self-Assessment Summary Tool

Name _____

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.

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			

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></p> <p align="center">Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u></p> <p align="center">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></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		
<p><i>Goal 2 : Teacher Performance on the Ohio Standards for the Teaching Profession</i></p> <p><i>Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>		

Evaluator Signature

Date

Teacher Signature

Date

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

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.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Appendix I

(The SLO Checklist on next page)

Student Learning Objective (SLO) Template Checklist

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

Baseline and Trend Data	Student Population	Interval of Instruction	Standards and Content	Assessments	Growth Targets	Rationale for Growth Target(s)
<p>What information is being used to inform the creation of the SLO and establish the amount of growth that should take place within the time period?</p> <ul style="list-style-type: none"> <input type="checkbox"/> Identifies sources of information about students (e.g. test scores from prior years, results of preassessments) <input type="checkbox"/> Draws upon trend data, if available <input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses 	<p>Which students will be included in this SLO? Include grade level, and number of students.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Includes all students in the class covered by the SLO <input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth <input type="checkbox"/> Does not exclude subgroups of students that may have difficulty meeting growth targets 	<p>What is the duration of the course that the SLO will cover? Include beginning and end dates.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Matches the length of the course (e.g. quarter, semester, year) 	<p>What content will the SLO target? To what related standards is the SLO aligned?</p> <ul style="list-style-type: none"> <input type="checkbox"/> Specifies how the SLO will address applicable standards from the highest ranking of the following: (1) Common Core State Standards, (2) Ohio Academic Content Standards, or (3) national standards put forth by education organizations <input type="checkbox"/> Represents the big ideas or domains of the content taught during the interval of instruction <input type="checkbox"/> Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted) 	<p>What assessment(s) will be used to measure student growth for this SLO?</p> <ul style="list-style-type: none"> <input type="checkbox"/> Identifies assessment(s) that have been reviewed by content experts to effectively measure course content and reliably measure student learning as mandated <input type="checkbox"/> Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course <input type="checkbox"/> Provides a plan for combining summative if multiple summative assessments are used <input type="checkbox"/> Follows the guidelines for appropriate assessments 	<p>Considering all available data and content requirements, what growth target(s) can students be expected to reach?</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ensures all students in the course have a growth target <input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth <input type="checkbox"/> Sets levels normally appropriate targets <input type="checkbox"/> Creates dated targets when appropriate so that all students may demonstrate growth <input type="checkbox"/> Sets ambitious yet attainable targets 	<p>What is your rationale for setting the target(s) for student growth within the interval of instruction?</p> <ul style="list-style-type: none"> <input type="checkbox"/> Demonstrates teacher knowledge of students and content <input type="checkbox"/> Explains why target is appropriate for the population <input type="checkbox"/> Addresses observed student needs <input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets <input type="checkbox"/> Explains how targets align with broader school and district goals <input type="checkbox"/> Sets rigorous expectations for students and teacher(s)

Student Learning Objective (SLO) Template

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

Teacher Name: _____ Content Area /Course(s): _____ Grade Levels: ____ Academic Year: ____

Baseline and Trend Data

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

Student Population

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

Interval of Instruction

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

Standards and Content

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

Assessment(s)

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

Growth Target(s)

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

Rationale for Growth Target(s)

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

Administration and Scoring:

How will evidence be collected and scored?

(The SLO fill-in sheet above)

Informal Observation: General Form

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

Evaluator Name: _____ Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Proficient	Accomplished
	Evidence				

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

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

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

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

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

Professionalism					
		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	<p>PROFESSIONAL RESPONSIBILITIES (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				

Appendix G

**District Plan
Student Growth Measures**

Teacher Category		Value-Added 10% - 50%	Vendor Assessment 10% - 50%	LEA Measure		Total
				SLO	Shared Attribution	
A1	Complete Value-Added	50%	XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX	0%	50%
A2	Partial Value-Added	% of Teaching Assignment	XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX	Remainder of 50% after Value Added	0%	50%
B	Vendor Assessment	XXXXXXXXXXXX X XXXXXXXXXXXX X	10%	40%	0%	50%
C	LEA Measure	XXXXXXXXXXXX X XXXXXXXXXXXX X	XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX	50%	0%	50%

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

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

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

Appendix I

NAME: _____

SCHOOL: _____

DATE: _____

SUBJECT OR GRADE: _____

OBSERVATION DATE: _____

SCHEDULED: _____ UNSCHEDULED: _____

Checklist of Teaching and/or Classroom Skills and Professional Attributes

SP=Strong Point
U=Unsatisfactory

NI=Needs Improvement
NB=No Basis for Judgment

S=Satisfactory

Criteria	SP	S	NI	U	UBJ	Comments
I. TEACHING CONDITIONS						
A. Evidence of knowledge of subject matter						
B. Evidence of planning						
C. Evidence of course study being followed						
D. Evidence of use of variety of aids, techniques, and resources						
E. Evidence of appropriate use of class time for instruction						
F. Evidence of appropriate use of bulletin board and/or display cases						
G. Evidence of recognition of and provision for individual student differences						
H. Evidence of meaningful and reasonable homework assignments						
I. Evidence of impartial, fair, and consistent evaluation of each student's work						
J. Evidence of encouragement of each student's proper use of independent work time						
K. Evidence of student participation						
II. COMMUNICATION						
A. Has good volume and clarity of voice						

B. Explains lessons and assignments clearly						
C. Demonstrates skills in questioning techniques						
D. Informs parents of students progress						
III. DISCIPLINE						
A. Maintains a learning atmosphere in the classroom						
Criteria	SP	S	NI	U	NBJ	Comments
B. Exhibits self-control and poise						
C. Is firm and fair						
IV. HUMAN RELATIONS						
A. Evidence of rapport with students						
B. Evidence of enthusiasm and enjoyment for teaching						
C. Evidence of ability to accept constructive criticism						
D. Evidence of rapport with other staff members						
V. PROFESSIONALISM						
A. Fulfills inservice requirements						
B. Is prompt and accurate in completing reports and records						
C. Cooperates with staff and administrative personnel						
D. Maintains appropriate teacher-pupil relations						
E. Dresses and grooms appropriately						
F. Observes negotiated work hours						

Appraiser Comments:

Appraiser's Signature/date

Teacher Comments:

Teacher's Signature/date

*Teacher signature does not necessarily assume concurrence with administrative rating.
(Original to Superintendent, copy to Teacher and Appraiser)