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**AGREEMENT BETWEEN  
THE SOLON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND  
THE SOLON EDUCATION ASSOCIATION**

**FOR THE SCHOOL YEARS**

**2017-18**

**2018-19**

**2019-20**

**2020-21**

**BOARD OF EDUCATION**

Julie Glavin, President  
John Heckman, Vice President  
Margo Morrow  
Kevin Patton  
Marilyn Thomas  
Tim Pickana, Treasurer

**ADMINISTRATION**

Joseph V. Regano, Superintendent  
Deborah V. Siegel, Assistant Superintendent  
Fred E. Bolden II, Assistant Superintendent

**SOLON EDUCATION ASSOCIATION**

David Sheppard, President of Solon Education Association

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## **I. Recognition**

### **A. Description of the Bargaining Unit**

The Board recognizes the Association as the sole and exclusive representative for a bargaining unit of all certificated/licensed employees employed, on leave or eligible for recall under Article XI Section J of this Agreement, and all certificated/licensed employees to be employed under regular (limited or continuing) certificated/licensed employee's contract by the Board. Included within this unit are all full-time and part-time teachers, including all counselors, school psychologists, speech and hearing therapists, librarians, media specialists, art, music and physical education instructors, special education teachers, learning disability tutors, adult education coordinator, coordinator of gifted and talented, and tutors. Excluded from this unit are all noncertificated employees, teachers assigned to nonpublic schools, the superintendent, assistant superintendents, assistants to the superintendent, athletic director, director of instructional and community television, director of information systems, coordinator of special education, principals, assistant principals, administrative interns, hourly community education instructors, substitute teachers, and all other confidential, supervisory and management level employees as defined in Section 4117.01 (F), (J), and (K) of the Ohio Revised Code.

The bargaining unit shall also include "leave replacement teachers" (60 consecutive days or more), teachers who are hired to replace a teacher on a long-term leave of absence. Such leave replacement teachers are entitled to placement on the regular teacher salary schedule and the benefits of other provisions of the Board-SEA Agreement for the school year of employment. Contracts issued to substitute leave replacement teachers shall be considered automatically non-renewed at the conclusion of each school year without the necessity of further action by the Board, completion of the evaluation procedure, or delivery of notice of non-renewal.

### **B. Subjects of Negotiation**

Recognition is for the purpose of negotiating all matters pertaining to salary and wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

### **C. Nondiscrimination**

No Board-employed certificated/licensed personnel covered by the Agreement shall be denied membership in the Association, and Association membership shall not be required as a condition of employment or continued employment of such personnel by the Board. The Association shall admit into its membership and shall represent person within the unit without discrimination on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes")

### **D. Association Rights**

1. During the term of this Agreement, The Board shall deduct S.E.A. dues from the paychecks of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

- a. Total annual dues shall be deducted in ten installments beginning with the October 15 paycheck and continuing over nine more paychecks (the paycheck for the 15th of the next nine months).
- b. The S.E.A. treasurer shall certify to the Board or its designee the amounts due and names of employees signing authorization forms by October 1.
- c. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the S.E.A. treasurer within fifteen (15) days from the date of making said deductions.
- d. The Board shall withhold the balance of any S.E.A. dues from the final paycheck of anyone who resigns, retires, who takes leave if all ten authorized dues payments have not been made. Personnel hired after October 15 of any school year may elect to have deducted in even installments from the remaining paychecks an amount that will coincide with the total dues deducted for other members. In the event that a deduction is missed because of an error or mistake, the Board shall be held harmless as to the payment of said dues.
- e. Members of the S.E.A. may withdraw membership and terminate dues check-off (authorized by payroll deduction) only after notifying the S.E.A. and the Board in writing of such intent to withdraw membership and terminate dues check-off between May 1 and May 30 of any calendar year.

2. The Association also has the following rights:

- a. Use of space on school bulletin boards;
- b. Occasional announcements in faculty meetings and/or insertions in bulletins to teachers;
- c. Use of all forms of school communications as long as there is no interference with regular business conducted at each building or the school district;
- d. Use of buildings for meetings not held on school time or in conflict with other school activities in accordance with district building use policy;
- e. Designation of the first and third Wednesdays of each month as S.E.A. meeting nights and all S.E.A. members being free to attend such meetings as may be called on these dates at 4:00 P.M.;
- f. Use of school equipment when such equipment is not otherwise in use;
- g. Duly authorized representatives of the Association permitted reasonable access to school property in order to transact official Association business (Said Association business shall not be conducted during teacher classroom time or any teacher supervisory duties. Duly authorized representatives shall be responsible for checking in with the school office in accordance with the procedures for any school visitors.);
- h. The Association President shall be notified of all Board meetings as much in advance as possible, and shall receive a copy of the agenda for each Board meeting, copies of Board items on the agenda, copies of all material distributed at each Board of Education meeting, and a copy of the minutes for each official meeting;
- i. The Association shall be afforded an opportunity to address all employees prior to the first day of classes;
- j. Attendance at professional conferences, conventions, hearings, seminars, and legislative sessions are valid reasons for Professional Leave. Any days granted to Association leadership or designees shall be directed to the Superintendent and shall not be charged against Professional

Leave days. Such requests shall be authorized and signed by the President of the Solon Education Association;

- k. The Association and the Administration shall schedule at least two (2) dialogue sessions to informally discuss concerns of either party. These sessions shall be in October and February and shall be concerned with general working conditions. Those in attendance may be any members of the Central Administration, S.E.A. Executive Board and invited guests. Additional dialogue sessions may be scheduled as deemed necessary by either the Association or the Administration.

## II. Statement of Principles

The Board and the Association state that the purposes of the procedures established in this document are to promote harmonious and cooperative relationships between the Board and its certificated/licensed employees and to protect the public and the welfare of Solon school children by assuring orderly and uninterrupted operation of the Solon public school system.

## III. Definitions

- A. "Agreement" refers to items on which accord has been reached under the terms of negotiating procedures (as differentiated from the capitalized form of the word Agreement which indicates this entire document.)
- B. Management (Board) responsibility —The Board is a body corporate and politic. It has those management rights conferred under Ohio Revised Code Section 4117.08 (C) (1) through (9).
  - 1. Unless the Board agrees otherwise in this Agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Board to:
    - a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standard of services, its overall budget, utilization of technology, and organizational structure;
    - b. Direct, supervise, evaluate or hire employees;
    - c. Maintain and improve the efficiency and effectiveness of school operations;
    - d. Determine the overall methods, process, means, or personnel by which school operations are to be conducted;
    - e. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
    - f. Determine the adequacy of the work force;
    - g. Determine the overall mission of the school system;
    - h. Effectively manage the work force;
    - i. Take actions to carry out the mission of the Board as a governmental unit.
  - 2. The Board is not required to bargain on subjects reserved to the management and direction of the school system except as it affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement. Employee(s) or the Association may raise a legitimate complaint or file a grievance based on this Agreement.

## IV. Negotiation Meetings

- A. Negotiations for a new collective bargaining Agreement between parties shall commence with the sending of a notice to negotiate and the procedures set forth in Chapter 4117 of the Ohio Revised Code and the Ohio Administrative Code.
- B. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
- C. Meetings shall be scheduled at reasonable intervals, places and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules. If necessary, Association members of the team may be released to attend meetings. Such release would be in addition to other released time provisions in the Agreement.
- D. Negotiation meetings shall be closed to the press and the public.
- E. Either party may recess for caucuses of reasonable length at any time.
- F. Minutes of meetings shall be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable.
- G. Representation at negotiation meetings shall be limited to three representatives of the Board, chosen from the following group: Board members, the superintendent, the superintendent's full time assistants and the Business Manager; and three members of an Association standing committee who shall be full-time certificated/licensed employees of the school system. The exception would be that each party may also have in attendance a recorder, and a consultant, advisor, or observer. Only those so designated by the Board and the Association shall attend negotiation meetings. Participation by others can only be by mutual agreement of the Board and the Association.
- H. Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and shall be disregarded

## V. Assistance and Study Committees

- A. Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion. Such consultants may be used during a negotiations meeting through caucuses and may (with the consent of both parties) make a presentation within a negotiations session.
- B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

## VI. Information

The parties agree to furnish to the negotiating teams upon written request and in a reasonable time, available information concerning the financial status of the district and such other available information (excluding confidential pupil and staff personnel records, as well as information related to land acquisition) as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision; neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form.



## **VII. Release of Information**

- A. While negotiations are in progress and until provisions of this document are exhausted, no information concerning negotiations shall be given to news media or to the public except in the form of a written press release mutually approved by the parties.
- B. Factual progress reports may be made to the represented bodies by either negotiation team at its discretion.

## **VIII. Agreement**

- A. Tentative agreement on negotiation items shall be reduced to writing and initialed on behalf of each party, but such initialing shall not be construed as final agreement.
- B. Final agreement reached through negotiation shall be reduced to writing and submitted to the Association for approval. The Board will act upon the agreement as quickly as possible but no later than the next regularly scheduled Board meeting following the Association ratification.
- C. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be entered with the official minutes of the Board.

## **IX. Disagreement**

In place of the negotiations dispute resolution procedures set forth in Revised Code Section 4117.14, the SEA and the Board agree to the exclusive use of a commissioner appointed from the Federal Mediation and Conciliation Service. Mediation through FMCS shall constitute the exclusive negotiation dispute resolution procedure for the Board and Association.

## **X. Reopening Negotiations**

- A. On request of the Board or the Association, following a judicial decision declaring unlawful this Agreement or any part thereof, the parties shall enter into negotiations on any or all of those parts of the Agreement affected by such actions, but the remaining provisions hereof shall continue in effect. The Agreement itself shall remain in full force and effect for its duration; however, notice may be given by one of the parties within ten (10) days of the awareness of the conflict for the purpose of renegotiating only the provision or provisions held to be invalid. Said renegotiations shall begin within ten (10) days of the notice being given. (See also Article XII.)
- B. If there are matters of important mutual concern that arise prior to the expiration of the agreement and are not covered elsewhere herein, the parties may agree to negotiate on these matters and topics.

## **XI. Wages, Hours, Terms and Conditions of Employment**

### **A. Salary Checks**

- 1. Certificated/licensed employees of the Board shall be paid their salary in twenty-four "equal" installments, receiving checks on the fifteenth and last days of each calendar month. Exceptions will be paychecks that fall on weekends or holidays during the school year; in such cases, checks will be received on the last school day immediately preceding the fifteenth or the last day of the month.
- 2. Deductions as required by law, or as designated by the employee will be made from checks. Such deductions shall include, but not be limited to:

Item	Paycheck
State Teachers Retirement	Each Pay
Federal Withholding Tax	Each Pay
State Withholding Tax	Each Pay
City Income Tax	Each Pay
Washington National Insurance	15th of the month
Solon School Employees Federal Credit Union	As requested
Series "E" Government Bonds	As requested
S.E.A. Dues	As requested
Health Insurance	When required
Additional Life Insurance	As requested
Tax Sheltered Annuities	As requested
Other	As requested

3. The Board's automatic pick-up of the employee's portion of the S.T.R.S. salary contribution through the salary reduction/restatement method will continue for the term of this Agreement. The Board will not deduct federal or state taxes on the amount of the employee's contribution to the S.T.R.S. with appropriate notation made on the W-2 forms. This procedure shall be applied uniformly to all teachers. Severance pay, supplemental salaries and index, and other matters shall be based on the published salary schedule.
4. In the event of a resignation of a teacher effective during the school year, the teacher shall be paid on the next convenient regular pay period following the effective date of resignation. If a resignation is effective at the end of the school year, the balance of pay may be paid at the next convenient pay period following effective date, or may be paid during the regular pay periods in accordance with the original contract.
5. All supplementary contracts for which payment is required will be made as a single check that is combined with regular salary paychecks but itemized separately for tax purposes. The combined net amount would be in one single direct deposit. The employee would still receive a Direct Deposit Paystub that shows the breakdown of everything they were paid for. All taxes and other deductions would be calculated the exact same way as if the checks were issued separately. Full-year supplemental contracts will receive half pay at the end of the first semester and the second payment at the end of the school year. Seasonal and intramural contracts will be paid at the completion of duty. Mentor teachers will receive one payment at the end of the school year.
6. SUMMER PAY - Consideration should be given to individual teacher requests for receiving summer pay earlier than per the adopted schedule. Approval will be granted only in rare instances and on the basis that evident hardship is involved. It is also assumed that notification will be early—except for emergencies—and that the money is available. It is difficult to set up guidelines on this item—what is hardship or emergency for one person might be something that others can plan in advance. Requests should go to the treasurer by June 1st.
7. Part-time contracts shall be calculated according to the following principles:
  - a. The percentage of the full-time contract for which the part-time certificated/licensed employee is paid will be determined by the class schedule or instructional contact time of full-time certificated/licensed employees in that building.
  - b. The percentage contract established in 7a. above will be applied to the school day defined in Article XI Section V.1. for purposes of determining planning, duty, and lunch time. Planning and lunch time will be proportional to the part-time contract percentage. The remaining time will be assigned by the building principal as duty time.

- c. Part-time employees shall have a schedule which is continuous whenever possible.
8. Academic Facilitator – High School. The Academic Facilitator at Solon High School will be recognized as a certificated/licensed employee and be represented by the certificated/licensed employee's Association. Thus, an academic facilitator's hourly rate of compensation shall be determined by the schedule below and applied to the Bachelor's base with no experience. Benefits provided will be equivalent to that provided to other certificated staff.

Step	Index	Step	Index
0	.0006261	7	.0008240
1	.0006512	8	.0008570
2	.0006772	9	.0008913
3	.0007043	10	.0009270
4	.0007325	11	.0009641
5	.0007618	12	.0010027
6	.0007923		

9. Teachers requesting salary increases on the basis of professional credit earned must present a certified transcript from an approved and accredited institution of higher learning and acceptable to the Department of Certification of the State of Ohio on or before September 15. If transcripts are delayed, a report card confirming the grade will be used until a transcript arrives. Official transcripts must arrive by October 15. Transcripts should reflect course work taken during the previous school year but not later than the summer session of the year prior to the September 15th deadline. Any course that is in progress at the beginning of any school year shall not be included in salary upgrades until the following school year. If they are not received by that time, salary will be refigured on the lower basis and any additional payments made during the first pay period will be deducted from the following paycheck.
10. CEU's for Salary Credit
- Use of CEU's on the salary schedule is limited to the equivalent of six semester hours (nine quarter hours) or 18 CEU's. The time line for submission of CEU's will be the same as XI.A.10.
  - CEU's for salary credit movement may only be used for movement on the salary schedule after the Master's column.
  - Any salary credit movement prior to the Master's must be by university approved coursework.
  - Employee's taking CEU's for either salary schedule movement or license renewal or upgrades will be charged for the CEU. The cost of the CEU will be determined by taking the average of a graduate credit hour from Cleveland State, Akron and Kent State University and dividing by three (3 CEU's = 1 semester credit hour). The Board will then pay half of the CEU credit cost while the employee will pay the other half. For example, if the average cost of a credit hour between the three universities is \$100, that amount will be divided by two with half the average cost being \$50. That \$50 is further divided by three, which will make the cost \$16.66/CEU.

## B. Tuition Expense Reimbursement

- A plan has been adopted which provides for salary adjustments in an amount equal to one half (1/2) of uniform tuition rate for administration-approved coursework and continuing education units (CEU's) in any given year (September 1 to August 31). This uniform tuition rate will be an average hourly tuition rate based on the tuition rates of the following colleges and universities agreed upon by both SEA and

the Board of Education. This rate will be recalculated each year. (Cleveland State, Kent State, Akron University, John Carroll, Ashland and Baldwin-Wallace). The objective of this reimbursement is to encourage improvement of individual effectiveness and thus the quality of our educational program.

2. This program does not prohibit professional staff members from taking coursework of their choice. However, only programs which are considered to be beneficial to the school system and the staff member's job performance will be approved for tuition expense reimbursement.
3. Video Correspondence Courses - The Board will approve, for tuition reimbursement and placement on the salary schedule, only courses taken at a site with a university-approved site leader or courses taken as a part of a graduate program. (see XI.X.8)
4. Online Courses - The Board of Education will also approve on-line courses for tuition expense reimbursement and salary credit. (see XI.X.8)
5. The procedure governing the plan is as follows:
  - a. An application must be submitted in duplicate for each course as soon as practicable and preferably before enrollment, but in no case later than four (4) weeks after completion of the course.
  - b. The application forms are to be submitted to the superintendent of schools. The superintendent may request a conference before rendering a decision. One signed copy will be returned to the applicant following formal action by the superintendent.
  - c. The applicant pays the tuition charge for the approved coursework.
  - d. Upon completion of the approved course(s), the final grade report along with the tuition receipt is to be presented to the superintendent for approval before reimbursement is authorized.
  - e. Normally, the payment will be made part of the next or subsequent pay period following the superintendent's authorization as indicated in Article XI. Section A.5. above.
  - f. Part-Time Employees - A single payment of the portion of one-half tuition payment equal to fractional regular assignment. That is, a teacher working half time, or employed regularly half time, shall receive one-half of one-half of tuition cost. A teacher with 3/5 assignment shall receive 3/5 of one-half of tuition cost as approved, as a one-time payment salary adjustment.

### C. Severance Pay

1. The Solon Board of Education will pay severance pay to each employee upon retirement into the State Teachers Retirement System. The amount of severance pay shall be equal to the current daily rate of pay for the retiree for one hundred percent (100%) of the accumulated and unused sick leave, with a maximum payment of seventy-five (75) days. Daily rate used for calculating severance will be based on the salary schedule in effect on the date of retirement into the STRS system.
2. Retirement shall be defined to mean actual retirement from employment and eligibility for retirement benefits under the State Teachers Retirement System of Ohio. Should an employee return to employment from retirement, the employee would forego any claim to sick leave days, which have been previously used to compute severance pay.
3. Severance pay shall be made in one payment and shall be made only once to any employee. Severance pay shall be exempt from deductions except as provided by law. Severance pay will be paid 75 days following retirement.

4. In addition, a certificated/licensed employee of the Solon Board of Education after five (5) years of continuous service will be compensated at the following rate upon leaving the system due to reduction in force:

5 years	15% of the established formula
10 years	30% of the established formula
15 years	50% of the established formula
20 years	80% of the established formula
25 years	100% of the established formula 100% into STRS

5. Should an employee die before retirement and have worked long enough for the employee's family to be eligible for S.T.R.S. "Survivor Benefits," that portion of severance pay the employee would be eligible for had the employee been released due to reduction in force will be paid to the employee's estate.

#### **D. Tax Sheltered Annuities**

1. The treasurer is authorized to make deductions from payroll if so requested by the employee for tax-sheltered annuities.
2. The Solon Board of Education in no way sponsors, approves, suggests or recommends any one of the companies, and is in no position to confirm the financial responsibilities of any of the companies.

#### **E. Health and Life Insurance**

1. Single or full family coverage will be provided at the expense of the Board of Education for all full-time professional employees.
2. The Board of Education provides a group dental plan, single or full family coverage, for all full-time professional staff members. The exact program is 100% Preventive Services, \$50 deductible with 80%-20% co-insurance for General Services and Prosthetic Services, and 60%-40% Orthodontic co-insurance benefits with a maximum benefit of \$1,200. Dependents are covered up to age 23.
3. The Board of Education provides a vision care program for all full-time professional employees. Dependents are covered up to age 23.
4. The prescription benefit for employees shall be 0% for generic, 10% for formulary, and 15% for non-formulary drugs. For mail order medications with a 90-day supply, the limits are \$0 for generic, 10% with a cap of \$20 for formulary, and 15% with a cap of \$46 for non-formulary. There is a generic incentive for both retail and mail order prescriptions in that the user must select the generic when available or pay the difference between the generic cost and the brand cost. Mandatory mail order will be required after the third fill within 180 days of the same medication (maintenance medication) at the retail level. If the employee chooses to purchase a maintenance medication from a retail pharmacy instead of mail order, they will be charged a co-payment each time. The co-payment for a generic drug is 20%, a formulary drug is 20% and a non-formulary drug is 30%.
5. The Board of Education shall provide a term life insurance policy equal to \$50,000 for each full-time employee.

- a. Upon the death of a certified employee, the Board of Education shall provide up to \$500 to be applied to legal, financial, and/or accounting advice to the beneficiary of the life insurance policy.
- b. By accepting the sum specified under subsection (a.) of this Article, under the conditions stated therein, the certificated employee agrees to hold the Board and the S.E.A. harmless from any actual or potential liability arising as a consequence of the quality and character of the legal, financial, and/or accounting advice that said employee receives and obtains.
6. Part-time certified personnel employed half-time or more can receive hospitalization, single plan coverage, as stated in Section E-1. If the family plan is desired, the difference in cost shall be paid by the employee by payroll deduction (see #9). No life insurance coverage will be offered to part-time employees. No dental or vision care coverage shall be supplied by the Board of Education to part-time employees. However, the Board of Education will allow part-time employees (employed half-time or more) to purchase individual/family dental and vision coverage at the current group rate if acceptable to the insurance carrier. The employee monthly contribution for this contract shall be no higher than as follows (percentages are of our group rates as of September 1):

17-18	18-19	19-20	20-21
15%	15%	15%	16%

7. Spousal Insurance – all professional employees are subject to the following spousal limitations:
- a. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, the spouse must enroll in such employer sponsored group insurance coverage(s). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.
- b. Upon the spouse's enrollment in any such employer-sponsored group insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits if family coverage is selected.
- c. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, as required by this section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.
- d. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer.
- e. If an employee submits false information or fails to timely advise the Board of a change in his/her spouse's eligibility for employer-sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.

1) Any amount to be reimbursed by the employee may be deducted from the benefits to which you would otherwise be entitled.

2) In addition, the employee's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

f. Employees hired prior to 2008 will pay a contribution reduced by the amount of the Solon single coverage contribution (See E.6). Although this item is negotiable, it is the intent of the administration to pursue the elimination of discounted family spousal contributions in subsequent contracts. Employees hired after 2008 subject to spousal waiver will not receive the discounted family spousal contribution.

g. For retired spouses:

1) Retired is defined as a person receiving a regular (monthly or otherwise) payment from a retirement plan.

2) Spousal waiver does not apply to retired spouses whose only other coverage is Medicare. Those employees whose only other coverage is Medicare will be allowed to be primary on the Board's coverage.

3) If a spouse is retired and not on Medicare the employee must pay a monthly surcharge equal to the entire single premium COBRA rate and the employee will pay the employee family contribution rate.

4) The monthly surcharge will be waived if the spouse is eligible for and elects single retiree health insurance, thereby making Solon Schools' coverage secondary. The retiree coverage must be such that Solon Schools can coordinate benefits. The employee will pay the employee contribution for family spousal coverage (discounted rate).

8. In the event that, during the term of this agreement, Federal health-care legislation is enacted which legislation directly impacts upon and, in addition, directly causes or mandates increased premium costs (above and beyond normal Solon experienced-based rate increases or inflationary increases) of the health care program for employees as set forth in this agreement, the S.E.A. and the Board of Education agree to re-open negotiations for the purposes of discussing the health-care program set forth in this agreement.

9. The Board will make available a Flex-Pro (flexible spending account) policy for all certificated/licensed employees.

10. The board of education will establish a health care committee, which will include representation from SEA (no veto power).

## **F. Physical Examination**

1. The Board may require any employee to submit a report of the physical and/or mental examination at any time the occasion warrants. Arrangement and payment for the requested examination shall be borne by the Board and held during the employee's school day without loss of pay or sick leave.

## G. Leaves

### 1. Personal Leave

- a. Regulation. Absence on account of necessary personal affairs will be approved, not to exceed two (2) days a year and not to be cumulative from one year to another. Request of the need for leave shall be submitted to the building principal via AESOP as early as possible.
- b. Explanation. This policy is established to permit absence without loss of pay or sacrifice of sick leave time for handling necessary personal affairs that cannot reasonably be taken care of at other times or by others. Examples would be real estate settlement procedures, religious holidays, accidents in the immediate family, graduation from high school or college by someone in the immediate family, and the like. Excluded would be routine dental appointments or other affairs that could just as well be handled outside of school hours, also things such as trips to accompany a spouse on business trips, vacations or conventions.
- c. At the discretion of the superintendent, additional days of personal leave without loss of pay or deduction from sick leave may be granted for accidents or death in the immediate family, or accidents affecting family property, or marriages in which the professional staff member is to be the spouse, or under unusual and abnormal circumstances, or for other justifiable reasons. Immediate family could include grandparents, father, mother, sister, brother, husband, wife, child, and in-laws bearing these relationships, and any other persons who are members of the immediate household. Requests for permission for such leave are to be submitted via e-mail and AESOP to the Superintendent's office in advance of such date if possible.
- d. Conference or curriculum night - see reference XI.H.7
- e. At the conclusion of each school year, any unused personal time balance will be added to the employees sick balance.

### 2. Child Care Leave

- a. A professional staff member who becomes knowledgeable of the birth or anticipated birth of his/her child, or who has adopted a child is eligible and shall be granted an unpaid Child Care Leave.
- b. No later than March 15th of any year, the staff member must submit written notice of the effective date of the leave to the superintendent or superintendent's designee. A request for alteration or cancellation of the effective date may be made to the superintendent or superintendent's designee.
- c. Employees requesting child care leave will be granted such leave on the following basis.
  - 1) Staff members who request childcare leaves to begin during the year they are currently teaching will be granted such leave for the remainder of the school year only. Requests for leave must be made in accordance with XI.G.2.b.3 above and is renewable for one additional year in accordance with XI.G.2.c.3 below (same here).
  - 2) If a teacher delivers a child, she must return to work within twelve (12) weeks from delivery. If the staff member decides to take a child care leave, they must do so in accordance with the paragraph above. The first nine (9) weeks after delivery is considered sick leave regardless of type of delivery and will be charged accordingly from available sick time. Any additional time would follow the sick leave policy. Calamity days, scheduled school holidays, or other days that would otherwise be non-work days will not extend the length of paid sick leave.



- 3) Childcare leaves may be renewed subsequently for the following school year in accordance with XI.G.2.c.3 below.
- 4) Full year request. Staff members who request a leave of absence in a year other than when a child is born, or when the 12 weeks does not extend into a school year, will be granted a leave on a school year basis only. Therefore, any teacher requesting a leave of absence prior to the beginning of any school year shall be placed on a one school year childcare leave. The request for that leave of absence should come by March 15th.
- 5) In the event of consecutive leaves of absence due to successive births or adoptions, only one of the consecutive birth/adoption leaves may be extended for a second year. All of the other consecutive leaves will be for a maximum of one year each.
- 6) All leave provisions prevail for the adoption of a child with the exception of the use of sick leave. Paid adoption leave may be granted upon request of the employee for a period of three weeks surrounding the date of the actual adoption.
- 7) Non-birth parents may utilize up to 2 weeks of paid leave that is deducted from available sick time.
- d. If an employee fails to notify the office of the superintendent by March 15th and fails to return within twelve months from the date leave commences, she/he shall be deemed to have resigned and the obligation of the Board to provide her/him a position will cease.
- e. Upon return from leave, the staff member shall be placed in the same or similar position for which the staff member is qualified. All benefits shall be reinstated upon return. No payment is made.
- f. A staff member on Child Care Leave may purchase fringe benefits currently enrolled in prior to the leave through the Board at the current group rate so long as payments are made by the 15th of the month in which they are due. With regard to life insurance, an employee who elects not to purchase life insurance shall be deemed to relinquish his/her right to coverage during the time of the leave.
- g. Upon a subsequent request, Child Care Leave may be renewed by the Board of Education.

### 3. Sabbatical Leave

Sabbatical Leave is defined as a Leave of Absence granted to any member of the certificated/licensed staff, for a period not to exceed one (1) year. The purpose of the sabbatical leave is for required Ph.D. residency programs. The program must be related to education.

#### a. Eligibility:

- 1) Any certificated/licensed employee who has completed five (5) consecutive years as a Solon employee may be granted a Sabbatical Leave for up to one (1) full school year.
- 2) The number of employees on Sabbatical Leave during any one school year shall not exceed five (5) percent of the professional staff.
- 3) Sabbatical Leave for professional improvement shall not be granted to any employee more often than once every five (5) consecutive years of service. Sabbatical Leave will not be granted a second time to the same individual when other members of the staff, in sufficient numbers to fill the quota for the period, have filed a request for and are awaiting such leave.

#### b. Selection:

- 1) All applications including an outline of the program for professional improvement shall be filed with the Superintendent by March 15 of the school year prior to the intended leave. Applications shall be processed in chronological order of submission. Seniority in the system shall prevail in the event of ties in the order of submission.
  - 2) The Board will make a decision on Sabbatical Leave(s) by May 15.
- c. Any employee receiving Sabbatical Leave must sign a formal agreement (Appendix J) to return to service for a minimum period of one (1) school year following the return from Sabbatical Leave, unless causes beyond the control of the individual prevent such return to service.
  - d. A statement of achievement shall be submitted by the employee at the conclusion of the Sabbatical Leave.
  - e. Compensation shall be limited to the difference between the salary of the employee on Sabbatical Leave as scheduled in the district that school year and the Bachelor's base with no experience salary. This amount shall be paid to the employee in twenty-four (24) equal installments bimonthly during his/her Sabbatical Leave. Compensation is reduced by compensation received during and as a result of the residency.
  - f. During Sabbatical Leave, the employee shall be deemed to be in the employ of the Solon School District and shall be able to purchase, at cost, all fringe benefits in effect during the leave. With regard to life insurance, an employee who elects not to purchase life insurance shall be deemed to relinquish his/her right to coverage during the time of the leave.
  - g. The employee on Sabbatical Leave will accrue experience credit. The employee on Sabbatical Leave, upon return, shall be assigned to the same or a similar position for which the employee is qualified. She/he shall be given the appropriate placement on the salary schedule had Sabbatical Leave not been taken.
  - h. The Superintendent shall provide all necessary forms to those on Sabbatical Leave.
  - i. No Tuition Reimbursement will be paid by the Board for courses taken while an employee is on Sabbatical Leave.
  - j. Any certificated/licensed employee shall not accumulate sick leave during the term of the Sabbatical Leave.

#### 4. Unpaid Leave of Absence

- a. Illness or Disability of the Employee. The Board of Education is required by law (RC 3319.13), upon written request of an employee, to grant a leave of absence for a period of not more than two (2) years where illness or other disability of the employee is the reason for the request. If the employee wishes to extend the leave beyond two (2) years, it will be necessary to reapply.
- b. Family Illness and Other Leaves. In addition, the Board of Education is permitted at its discretion to grant a leave of absence for other purposes upon the written request of an employee. In exercising its discretion, however, the Board of Education will pursue the policy outlined below.
- c. Procedure for Unpaid Leaves. A leave of absence shall be granted upon the written request of an employee when illness or other disability of the employee is not the reason for the request. This leave shall be granted upon the following conditions.
  - 1) The employee shall have been in the service of the Board for a minimum of two (2) years immediately preceding the period of the proposed absence.

- 2) The application shall have been received by the Superintendent of Schools thirty (30) days prior to the leave taking effect. If the leave is for an entire school year, application should be made on or before March 15 of the school year preceding the leave year if at all possible.
- 3) Reasons for which leaves will be granted are illness or disability in the immediate family, military service, and such other reasons as the Superintendent deems fit.
- 4) The employee shall be encouraged to return to the Solon School System following the leave of absence.
- d. During the leave of absence, the employee may not teach in another school system. This restriction shall not apply if the leave is requested because of a temporary relocation of an employee's spouse outside of the state of Ohio, necessitated by the spouse's employment or educational requirements of the spouse's employment. A letter from the employer stating the nature of the transfer and the length of time required, may be requested by the Superintendent as evidence of the need for the requested leave. The employee may elect to purchase all fringe benefits through the Board at current group rates. With regard to life insurance, an employee who elects not to purchase life insurance shall be deemed to relinquish his/her right to coverage during the time of the leave.
- e. By March 15 of the school year, the employee shall notify the Superintendent of intent to return or not return for the year following the leave. Upon return from leave, the employee shall be entitled to restoration to his/her position.
- f. Unpaid Leave shall not be construed as breaking the continuity of service that applies to other provisions in this Agreement.

## 5. Assault Leave

A certificated/licensed employee who is absent due to physical, emotional, or psychological disfigurement from an assault which occurs in the course of Board employment and is job related shall be eligible for assault leave under the following provisions:

- a. On behalf of the employee who has been assaulted, a written statement must be presented to the Board of Education to justify the use of assault leave.
- b. If medical or psychological attention is required, a certificate from a licensed physician, psychologist, or counselor stating the nature of the disability and its estimated duration may be requested before assault leave can be approved for payment. If the assault leave is more than thirty (30) days, such a certificate shall be required.
- c. Assault leave shall be in effect for the period of disability or twelve (12) months duration commencing with the first day leave is taken, whichever is less. The Board may extend assault leave beyond twelve (12) months if it so desires.
- d. If court action results, said employee shall be granted leave from his/her professional duties and a qualified substitute shall be hired. No loss of pay will occur for days in court or days requested by his/her legal counsel, the court officials, and/or the law enforcement officers.
- e. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code.
- f. An employee on assault leave shall receive all emoluments of employment and, upon return, shall be assigned to the same or a similar position for which the employee is qualified. She/he shall be given the appropriate placement on the salary schedule had assault leave not been taken.

- g. In cases where legal action may ensue, the Principal shall attempt to obtain a list of witnesses to the assault. The Principal shall promptly attempt to obtain written reports from all the witnesses. These statements shall be signed, dated, and forwarded to the Superintendent's office where they shall be available to the employee and/or the employee's representative.
- h. Any time a teacher is a victim of an alleged assault and/or battery by a pupil, the pupil will be immediately removed from school (or extra-curricular activity) until such time as a hearing for suspension or expulsion can be held. Nothing in this provision is to be construed as violating any other rights that the pupil(s) or teacher may have under state or federal laws.

## 6. Catastrophic Leave

- a. A catastrophic leave is to be utilized for a major illness, and only after all sick leave has been exhausted and a maximum of five days per year has already been advanced. The catastrophic leave shall be paid up to a maximum of 25 days.
- b. Request for a catastrophic leave shall be made in writing to the superintendent prior to the exhaustion of sick leave, if possible. The request shall include the reason for the request. Reasons for a catastrophic leave are a major illness to the employee or immediate family. Immediate family is defined under the sick leave section.
- c. Approval for a catastrophic leave will be decided on an individual, case-by-case basis through a committee of the Superintendent, Asst. Superintendent and three SEA officers.

## 7. Other Leaves of Absence

- a. Jury Duty - Payment made with no sick leave deduction. The amount paid for jury duty will be deducted from the regular pay of the employee or the employee may remit the jury duty compensation to the Board. Any teacher with a subpoena resulting in involuntary absence will be paid his/her full salary.
- b. Calamity Days (Acts of God) - Absence due to bad weather conditions. A person who does not report for duty, in order to obtain pay for the day or days lost, must present to the superintendent's office at once a statement to the fact satisfactory to the superintendent, which prevents his/her reaching school. Failure of transportation is not considered an "Act of God."
- c. Part-Time Leave - Although we do not have a "job-sharing" program, many times teachers are willing or desire to teach part time and stay home part time. From time-to-time, the Board of Education has opportunities to make these positions available to employees who wish this status. It is understood that the Board is under no obligation to provide these positions. Those teachers who are on an entire year leave of absence and wish to teach part time may do so if offered that assignment under this new language. The following shall apply:
  - 1. The person who accepts a leave/teaching position offered by the Board does so with the understanding that they must return to their full-time position at the end of this leave.
  - 2. Teachers who avail themselves of this option do so with the understanding that all benefits (health, life, etc.) received will be those that are associated with a full-time leave position. All insurance benefits received are those of an employee who is on an unpaid leave of absence.
  - 3. When a teacher returns to full-time status, there will be no step movement as in all unpaid leaves.

4. The teacher does not have a right to the part-time leave position they are currently in when they return. If there is a part-time position available, they may bid it and their status will be changed to part-time.
5. The teacher entering this program would not lose or gain seniority status or full-time status during the part-time leave position.

## H. Absences (Sick Days)

1. Sick leave shall be granted at a rate of 1 1/4 days per month. Unused sick leave shall be cumulative. The Board reserves the right to extend the sick leave period upon the Superintendent's recommendation if extenuating circumstances exist. In the application of this policy, the Board will follow state law (ORC 3319.141).
2. Sick leave shall be granted for personal illness, mental illness, alcoholism rehabilitation, drug dependency rehabilitation, pregnancy, child birth, quarantine, or in case of serious illness or injury to the teacher's immediate family. Immediate family could include grandparents, father, mother, sister, brother, husband, wife, child, and in-laws bearing these relationships, and any other persons who are members of the immediate household.
3. Death in the immediate family shall entitle the employee up to a maximum of five (5) days of absence. In the case of death, the immediate family includes those listed above in #2.
4. In case of the death of an extended family member or a personal relation who is not immediate family, three (3) days will be granted.
5. Notification - Accumulated sick leave days will be reported to teachers at the same time they are notified of their salaries.
6. As provided in state law, the Board will grant an advance of 5 days of sick leave for employees that have exhausted their sick leave. Unearned sick leave advanced is charged against the sick leave the employee subsequently accumulates. (O.R.C. 3319.08 & O.A.G. 72-032)
7. When a staff member misses a conference evening due to an approved leave, he/she will be charged a half-day sick/personal leave depending upon what is applicable. If the employee meets with the building principal and agrees and completes a night conference make up schedule, then no sick leave or personal leave will be charged. If a staff member is out the entire day (the regular workday plus the evening schedule), the deduction will be for one and one-half days. Building principal must approve curriculum night absences.

## I. Vacancies, Promotions, Transfers, and Resignations

1. Resignations will be accepted or rejected and the resignee informed in writing of the Board's decision within three (3) days after the meeting of acceptance.
2. Vacancies are viewed as job openings for which all certificated/licensed personnel will be given the opportunity to apply. Such vacancies include openings due to promotions, transfers, resignations, retirement, severance, nonrenewal of contracts, death or disability of employees, expansion of programs, enrollment changes in buildings or programs, creation of new positions, and revision of current positions or programs.
3. Vacancies which are to be posted include the following: supplemental and extra duty contracts; full-time, part-time and split (two-or-more buildings) teaching and administrative positions or assignments; opportunities for transfer, reassignment or promotion; and any new positions and/or contracts covered by this Agreement which are not renewed or continued by April 30 contract notification deadlines.
4. Vacancies for all professional personnel positions noted above or elsewhere covered by this Agreement shall be posted in every school as far in advance of the appointment as possible. All staff will be notified

by e-mail of posted positions. All positions shall continue to be filled on the basis of qualifications. If two or more applicants are equal in qualifications, the applicant with the greatest seniority in the Solon School District shall be given preference.

5. Every effort will be made to notify staff of their assignments for the following year by the close of the current school year.
6. All posted positions should include the date submitted to all buildings by the central office and the S.E.A. President shall be sent a copy of all postings. Positions will not be filled until they have been posted for five (5) working days.
7. When a death or incapacitation occurs in a supplemental contract position, that position will be posted and filled within 30 days.
8. Employees seeking a transfer to another teaching assignment shall submit a letter to the Superintendent that will be kept on file at the Board Office. Whenever an opening occurs, an employee with a request on file that matches the available opening will be notified of the opening and will be considered for the position. The Board and the Superintendent will use their best efforts to comply with the notification provisions of this subsection. However, in the event that the notification contemplated by this subsection is not made, the S.E.A. agrees to hold the Board and the Superintendent harmless as a result thereof.
9. In the event of an administrative transfer of a certificated/licensed employee, the employee shall have the right to meet with the superintendent to be given the reasons for the change. The employee shall have the right to S.E.A. representation at that meeting.
10. Any certified/licensed personnel on leave for any reason under this contract shall have the right to apply (bid) for specific vacancies once they have given written or emailed notice by March 15<sup>th</sup> to the Board of Education of their intent to return to work for the following school year.

## **J. Reduction in Force and Restoration**

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, budgetary reasons or by reason of suspension of schools or territorial changes affecting the district, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendations of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers, whose contracts are suspended, shall have the rights of restoration to service status in the order of seniority of service (with those with continuing contracts being the first recalled ) in the district if and when teaching positions become vacant or are created for which any such teachers have been or have become qualified.

1. **ATTRITION:** For any Reduction in Force (RIF) situation, every effort will be made to prevent utilizing RIF procedures hereinafter described or reduce the extent of RIF through attrition (that is, approved leaves of absence, or severing of employment through retirement, resignations, or death), or by possible reduction in class sizes.
2. **NOTIFICATION:** On or before March 30 of the school year prior to RIF, the Board shall give written notice to the Association, through its President, of its intent to affect a RIF. Such notice shall contain the reason(s) for the RIF and the positions affected in each building.

3. Any reduction in force shall be accomplished in each certification/licensure area first among teachers working under limited contract status and then among teachers working under continuing contracts.
4. For the purposes of a RIF, teachers will be assigned a numerical rating based solely on the Teacher Performance on Standards (TPS) portion of the OTES rubric, for each of the preceding three (3) years of evaluations as follows
  - Accomplished/Skilled = 4
  - Developing = 3
  - Ineffective = 1
5. For teachers with less than three (3) years of evaluations in Solon, the most current evaluation shall be used first then seniority shall be used, followed by tie breakers as explained below for limited contract teachers.
6. For any year in which a teacher with three (3) or more years of evaluations has not been assigned a final rating for TPS for the most recent year, the rating for the preceding year shall be used.
7. Teachers will be grouped using their cumulative numerical rating for the three (3) previous years as follows:
  - Group A = 10-12
  - Group B = 7-9
  - Group C = 5-6
  - Group D = 3-4
8. A RIF will be accomplished in the following order:
  - Group D
  - Group C
  - Group B
  - Group A
9. Within each group teachers shall be considered comparable and seniority, followed by the tie breakers explained below shall be used.
10. INDIVIDUAL NOTIFICATIONS OF EVALUATIONS: By October 1, the Administration shall notify each teacher of their prior 3 years of evaluation status so as to be aware of which group they fall into. The Administration will be advised of errors therein by November 1 of each year and a revised notification provided to the teacher by November 15 of each year.
11. SENIORITY LIST: For the purposes of a RIF, a system-wide list of employees shall be developed in terms of tenure, seniority, and certification in effect at the opening of each school year. Each list shall be updated annually and posted under the Staff Portal on the district website and in each building by October 1 of each year. Individual teachers shall notify the Administration of any errors by November 1 of that year and a revised list (if necessary) will be posted by November 15 of that same year.
12. In cases of a "tie" with continuing contract teachers, date of receiving tenure shall be the determining factor; further, if the date for tenure remains the same, years of service (experience) in other districts will be the determining factor. If a "tie" still remains, supplemental contracts held will be the determining factor. The following criteria must be met:
  - a) A contract must be signed to be considered a "supplemental contract."
  - b) "Supplementals held" refers to the total dollar amount of supplemental contracts signed for the school year that begins with the end of the prior school year and concludes with the last day of the current school year.

If a "tie" remains, the date of receipt of the initial application (or date of application renewal, whichever comes later) for a position in the Solon School District becomes the determining factor.

13. In cases of seniority "tie" with limited contract teachers, if the date of employment remains the same, the level of certification/licensure held (i.e., provisional, professional, permanent) on file in board office or application in process, within the teaching field affected becomes the determining factor. If a "tie" still remains, years of service (experience) in other districts will become the determining factor. If a "tie" remains, supplementary contracts held will be the determining factor. The following criteria must be met:

- c) A contract must be signed to be considered a "supplemental contract."
- d) "Supplementals held" refers to the total dollar amount of supplemental contracts signed for the school year that begins with the end of the prior school year and concludes with the last day of the current school year.

If a "tie" remains, the date of receipt of the initial application (or date of application renewal, whichever comes later) for a position in the Solon School District becomes the determining factor.

14. Seniority shall be determined by the length of continuous service in the Solon School District. In cases where a leave of absence for a definite period of time has been granted by the Board and the employee has returned to work in the system, such leave of absence shall not be construed as breaking the continuous nature of the service; however, any time spent as an unpaid leave of absence shall not be computed in the years of service. An employee shall not lose seniority when he/she changes assignments to a different position, department, grade level or building. Employees with multiple certification shall be given the full benefit of their areas of certification. (That is, if an employee is certified to teach both mathematics and science but is teaching mathematics exclusively and is the least senior person in that department at the time of RIF, the employee shall be reassigned to science if there is employed at the time of reduction a science teacher with lesser seniority.)
15. No type or measure of continuous service shall be used that would allow an employee to receive more than one year's credit in a single year. Years of professional employment service served on a part-time basis in Solon shall, for seniority purposes, be equated as a fraction of full-time service. (Example: a teacher serving four years at half-time in Solon will be considered to have accumulated two years of service.)
16. As state law provides that tenure and seniority are the most important aspects to be considered in a RIF situation, no limited contracts in excess of one year shall exempt a teacher from the provisions of this document.
17. The administration, representatives from the Association's Professional Rights and Responsibilities Committee, and employees directly involved shall proceed to the most reasonable and direct method of removing and filling positions until an employee is determined by lack of tenure, seniority, and certification as being released through reduction in force. There will be written notice of release. The final decision regarding any reassignments necessary is the responsibility of the superintendent of schools.
18. Reductions under this RIF procedure when unavoidable, will be effectuated at the beginning of the following school year and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 30. No employee shall be removed from their employment as a non-renewal of contract as part of the RIF provisions.



19. A teacher who is hired as a temporary employee to fill in for a specific teacher on a leave of absence and who is subsequently laid off upon the return from leave of the regular teacher shall not be placed on the RIF list and shall have no recall rights under this article.
20. Separate recall lists shall be kept for continuing contract and limited contract employees released through RIF. Teachers with continuing contracts shall have unlimited recall rights. The recall list for limited contract employees who were released through RIF shall be kept for two years. Teachers on the continuing contract list will be given preference in recall. Teachers shall be returned to active employment to fill vacancies for which they have been and have become certificated/licensed. In order to qualify for recertification, the employee must notify the Superintendent of his/her intention to become recertified by no later than June 1. Upon attaining new certification, the employee shall be offered a limited or continuing contract where applicable. Seniority on either list, limited or continuing, will be determined by the order listed in section J. 11 above.
21. Notice of recall shall be sent by registered mail to the last address provided by the employee. Once notification has been received, the employee has fourteen (14) calendar days in which to accept or reject the offer in writing; failure to respond within this time limit will result in the employee's name being removed from the recall list.
22. A teacher, who cannot accept a position because he/she is under contract in another school district, shall be offered another vacancy after expiration of his or her contract if he/she still otherwise qualifies under this procedure. Otherwise, certificated/licensed employees who are offered but who decline re-employment for a regular, full-time teaching position need not be offered re-employment again in openings, which may occur after the certificated/licensed employee's declination of re-employment. The rights herein granted to a teacher shall be forfeited by the teacher should he/she (a) waive his or her recall rights in writing, (b) resign, (c) fail to accept recall as provided for herein, or (d) fail to report to work in a position that he/she has accepted within five (5) school days after written notice of acceptance, unless such recalled teacher is prohibited from doing so because of physical illness or injury.
23. Acceptance or rejection of a position other than regular, full-time teaching position shall not of itself constitute a waiver of these recall rights.
24. A teacher on the Reduction in Force list shall, upon return to active employment, receive the salary schedule placement, accumulation of sick leave, and seniority to which he/she is entitled had he/she not been suspended through Reduction in Force. The duration of suspension of the employee's contract shall in no way be construed as breaking the continuity of seniority. A teacher who is on the reduction in force list shall not gain seniority during that period.
25. A member of the bargaining unit shall be eligible to purchase group fringe benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) which provides for up to eighteen (18) months of coverage.

## **K. Reduction in Program and Change in Curriculum**

When due to decreased enrollment in a program or change in curriculum, the Board may decide that it will be necessary to reduce the number of continuing contract teachers. This situation may be handled in one of two of the following ways:

1. **ATTRITION:** Every effort will be made to retain as many teachers as possible through attrition (that is, approved leaves of absence, or severing of employment through retirement, resignations, or death), by transfer to another building, or by possible reduction in class sizes.
2. **RETRAINING**

- a. NOTIFICATION - The employee(s) of whom retraining is requested shall be notified by May 15.
- b. ELIGIBILITY - Any employee who has a continuing contract shall qualify for the Retraining Program.
- c. The employee and administration will mutually agree upon an educational plan leading to recertification in another area.
- d. The employee may be given release time during the regular school day to attend classes leading to recertification.
- e. The Board will reimburse the employee for the full cost of tuition due to retraining.
- f. During the two-year period allotted for retraining and recertification, the employee's continuing contract shall remain in full force and effect unless circumstances covered elsewhere in the Agreement lead to suspension or termination of his/her contract.
- g. If retraining is not completed within two (2) school years after notification, the teacher's continuing contract will be suspended with the recall rights that would exist as if the person were suspended due to a reduction in force. If there are unusual circumstances, the superintendent may waive the suspension.

## L. Appraisal of Teaching Performance

Each teacher will be evaluated using Ohio Teacher Evaluation System (OTES) metrics utilizing the following factors and categories to determine summative ranking, as weighted (see Solon OTES Framework for a graphical representation). The final summative rating is the result of the calculation of Student Growth Measures (SGM) + Teacher Performance on the Standards (TPS) as explained below and in the relevant appendices. Although a standardized approach to evaluation has been adopted per revised code guidelines, evaluation of teachers by administrators must recognize academic freedom and individual teaching style.

1. Student Growth Measures (SGM) – 50% of Final Summative Rating
  - a) Student academic growth will be measured through the inclusion of value-added scores where such scores are available from the Ohio Department of Education (ODE). For teachers who instruct value-added subjects exclusively (A-1 Teachers) this data will comprise the entire SGM.
  - b) Where value-added scores are not available for teachers (C Teachers), student academic growth will be measured through the use of a district-wide shared attribution measure which is defined as the district's performance on value added data.
  - c) Where teachers teach classes with value-added scores and classes without value-added scores (A-2 Teachers), SGM will be measured with value-added scores at no less than 10% of the total measure, proportional to the teaching load of value-added and non-value added courses, with the remaining amount based on the shared-attribution measure.
  - d) For special education teachers, value-added data will be used for teachers who have more than six (6) countable students in value added classes (as required by law) and SGM will be determined in proportion to that teacher's value-added and non-value added student caseload.
2. Teacher Performance on the Standards (TPS) – 50% of Final Summative Rating

a) Continuing Contract Teachers

- 1) Observation of Teacher Performance will consist of two (2) scheduled, documented, formal observations of the teacher of at least thirty (30) consecutive minutes in length each in duration. The first observation shall be conducted and completed between October 1 and the end of the first semester; the second observation shall be conducted and completed between the first day of the second semester and May 1.
  - a. Observations must be scheduled after consultation between the teacher and administrator and provide sufficient time to allow for a pre-observation conference, should one be requested by either the teacher or administrator as outlined below in section L.2.a.3
- 2) Factors considered in the observation of teacher performance are limited to the areas contained on the OTES rubric (see OTES Observation Rubric ):
  - a. focus for student learning,
  - b. assessment data,
  - c. prior content knowledge/sequence/connections,
  - d. knowledge of students,
  - e. lesson delivery,
  - f. differentiation,
  - g. resources,
  - h. classroom environment,
  - i. assessment of student learning,
  - j. professional responsibilities.
- 3) Individual pre-observation conferences are not required but must take place if requested by an administrator or teacher. To ensure there is a close connection in time between the pre-observation conference and the scheduled observation, the pre-observation conference may take place no earlier than three (3) days prior to the observation and must be conducted with the administrator conducting the observation. The Pre-Observation Planning and Lesson Reflection Resource Questions document should be used to guide the conversation between the teacher and administrator.
- 4) A post-observation conference must take place within three (3) days after the observation by the administrator conducting the observation. The Pre-Observation Planning and Lesson Reflection Resource Questions document should be used to guide the conversation between the teacher and administrator. A written report of the observation must be distributed to the teacher within five (5) days of the observation.
- 5) A minimum of at least three (3) days prior to each formal observation, a documented walkthrough must be completed. Documentation is limited to the factors contained in L.2.a.2), and must be submitted to the teacher within two (2) days of the walkthrough. Documented walkthroughs may not begin prior to September 15.
  - a. A walkthrough is unannounced and lasts for approximately 3-10 minutes in length.
- 6) The appendices contain the forms and documents to be used for observation, pre-conferences, and walkthroughs.

b. Limited Contract Teachers

- 1) Observation of Teacher Performance will consist of three (3) scheduled, documented, formal observations of the teacher of at least thirty (30) consecutive minutes in length each in duration. The first observation may take place no sooner than October 1 and there must be a period of at least three (3) weeks between the observations.
  - a. Observations must be scheduled after consultation between the teacher and administrator and provide sufficient time to allow for a pre-observation conference, should one be requested by either the teacher or administrator as outlined below in section L.2.b.3
- 2) Factors considered in the observation of teacher performance are limited to the areas contained on the OTES rubric (see OTES Observation Rubric ):
  - a. focus for student learning,
  - b. assessment data,
  - c. prior content knowledge/sequence/connections,
  - d. knowledge of students,
  - e. lesson delivery,
  - f. differentiation,
  - g. resources,
  - h. classroom environment,
  - i. assessment of student learning,
  - j. professional responsibilities.
- 3) Individual pre-observation conferences are not required but must take place if requested by an administrator or teacher. To ensure there is a close connection in time between the pre-observation conference and the scheduled observation, the pre-observation conference may take place no earlier than three (3) days prior to the observation and must be conducted with the administrator conducting the observation. The Pre-Observation Planning and Lesson Reflection Resource Questions document should be used to guide the conversation between the teacher and administrator.
- 4) A post-observation conference must take place within three (3) days after the observation by the administrator conducting the observation. The Pre-Observation Planning and Lesson Reflection Resource Questions document should be used to guide the conversation between the teacher and administrator. A written report of the observation must be distributed to the teacher within five (5) days of the observation.
- 5) A minimum of at least three (3) days prior to each formal observation, a documented walkthrough must be completed. Documentation is limited to the factors contained in L.2.b.2, and must be submitted to the teacher within two (2) days of the walkthrough. Documented walkthroughs may not begin prior to September 15.
  - a. A walkthrough is unannounced and lasts for approximately 3-10 minutes in length.
- 6) The appendices contain the forms and documents to be used for observation, pre-conferences, and walkthroughs.

3. Assigning a Final Rating Based on the Final Summary of the Teacher Evaluation System

- a) Each teacher will be provided a written report, no later than May 10, of the results the evaluation (50% SGM, 50%) and will be given a summative rating of one of the following: Accomplished, Skilled, Developing, or Ineffective, as determined by the "Summary of the Teacher Evaluation System". An area of refinement and reinforcement aligned to the OTES rubric must be identified on the written report.
4. Annual Professional Growth Plan
  - a) At the start of each school year, returning teachers who are rated accomplished, skilled, or developing must independently complete the ODE form titled professional growth plan. This form should be turned into the evaluator no later than the start of the evaluation cycle, September 15. (see Professional Growth Plan Form)
  - b) Teachers who are new to the district or teachers in the first year of the OTES process will need to complete the ODE Teacher Self-Assessment form no later than September 15. (see Teacher Self-Assessment Form)
5. Informal Improvement Plans for Teachers - If, in between formal OTES observations, the building administrator observes repeated, documented deficiencies based on the OTES rubric, the following procedures will be in effect:
  - a) An informal, collaborative conference with the teacher should be held to discuss concerns, solutions, and to provide support for the teacher to improve.
  - b) Only after the informal conference, and the administrator again observes repeated documented deficiencies, the administration may recommend an informal documented improvement plan.
    - 1) The plan will be constructed cooperatively with the staff member.
    - 2) The plan will include specific clear area(s) of measurable improvement required from the areas of deficiency.
    - 3) The plan would be in place for no more than four weeks.
  - c) If the deficiencies are not resolved, a formal OTES improvement plan shall be initiated.
  - d) In lieu of a formal OTES improvement plan, administration and staff can agree upon a single additional four-week informal plan.
6. Improvement Plans For Teachers Rated Ineffective
  - a) Teachers who are rated ineffective must collaboratively complete with their administrator an improvement plan (see Teacher Improvement Plan Form). This plan should be in place by the start of each observation cycle, September 15th. The plan should allow a reasonable amount of time to incorporate the desired change. This report will be placed in the personnel file. Teachers on existing improvement plans prior to the inception of this contract will transition to an improvement plan utilizing the OTES improvement plan document.
7. Evaluation Cycle for Continuing Contract Teachers Who Receive a Final Summative Rating of Accomplished or Skilled
  - a) A continuing contract teacher receiving a rating of accomplished shall be evaluated every three (3) years as long as the teacher's SGM for the most recent school year for which data is available is average or higher.
  - b) A continuing contract teacher receiving a rating of skilled shall be evaluated every two (2) years as long as the teacher's SGM for the most recent school year for which data is available is average or higher.

- c) All continuing contract teachers who are not being formally evaluated as a result of meeting the criteria in 7a or 7b above must have one (1) formal observation between October 1 and May 1. All other provisions of section L.2.a. apply.
- 8. A teacher will not need to be evaluated if that teacher has submitted notice of retirement and that notice has been accepted by the board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.
- 9. A teacher who is on any form of leave pursuant to this contract or existing law for 50% or more of the school year will not need to be evaluated.
- 10. For bargaining unit members who do not spend at least 50% of his/her time providing content-related student instruction (such as guidance counselors, pyramid coordinators, school psychologists, CGRs, TCRs, SLP, OT, PT, etc.), for the 2014-2015 school year they will be observed and evaluated using the 2011-2014 observation form to allow the administrative team time to implement the OTES system with the majority of staff. Beginning in the 2015-2016 school year, the rubrics that were collaboratively developed between S.E.A. and the administration in 2014 will be used for those individual's observations.
- 11. The Board and S.E.A. agree to reopen this section of the contract if there are changes in the governing statutory provisions of OTES throughout the course of this agreement. The Board and S.E.A. agree to work collaboratively to address issues throughout the implementation of this system to revise this section of the agreement in subsequent contract years as determined necessary by both parties.

## M. Awarding Contracts

- 1. It shall be the duty of the superintendent of schools to see that persons nominated for employment shall meet all qualifications established by law and by the Board for the type of position for which nomination is made. All teachers with four through nine certification must become certified as a generalist within two years. The ability to educate students successfully must be the prime consideration in retaining teachers and in awarding continuing contracts. In addition to administrative and supervisory expertise, this may be on peer group opinion and reaction, and student reaction and rapport. Any reports of unsatisfactory performance should be made before March 1st and the teacher will receive a written summary. Failure to award a limited contract, a continuing contract (when applicable), or a supplementary contract, requires notification before April 30th or 30 days before the close of the school, whichever comes first, in the form of a written report. After the teacher has been given an opportunity to sign and date it, it will be filed in the school's personnel file.
- 2. It is the professional duty of teachers to return a completed notification of intent within prescribed time limits. (See Continuing Contract Request)
- 3. Continuing Contracts
  - a. Teachers who will complete the requirements for a professional certificate during the school year, but whose documentation is delayed until after April 30, may request the board to vote a continuing contract during the month of April. If the professional certificate is not on file at the Board of Education by July 15 or is not shown on the State website as issued by July 15, the continuing contract will revert to a 1 year limited contract.
  - b. With regard to licensure, a teacher must have a valid license as of July 15, and have completed the statutory requirements outlined in 3319.08 to be granted a continuing contract. If the license is not on file at the Board of Education or is not shown on the State

website as issued by July 15, and/or the teacher does not have proper documentation of the required hours, the continuing contract will revert to a one-year limited contract.

- c. The superintendent may recommend reemployment of a teacher, otherwise eligible for a continuing contract, under one limited contract of not more than two years for reasons directed at the teacher's personal improvement, without first requiring a three-fourths vote of the Board of Education's full membership to non-renew. This provision specifically removes the requirement specified in 3319.11 that resulted from H.B. 330 effective July 1, 1989.

## N. Grievance Procedure (See Grievance Forms)

### 1. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, in the shortest possible time, equitable solutions to grievances of all certificated employees.

### 2. Definitions

- a. A "grievance" shall mean a complaint by a certificated/licensed employee, a group of certificated/licensed employees, or the S.E.A. that there has been a violation, misinterpretation, or inequitable application of the personnel policy, regulations, work rules, or practices governing or affecting them.
- b. The "grievant" is an employee covered by the terms of this Agreement, a group of employees, or the S.E.A.
- c. The term "days" when used in this document shall refer to school days.
- d. An "Association representative" or a "representative of the Association" is a member of the Solon Education Association.
- e. The "Board" shall refer to the Solon Board of Education.

### 3. Informal Procedure

The grievant shall initially discuss the grievance directly with the building principal or immediate superior. The grievant may be accompanied and represented by an Association representative. The objective of both parties should be to resolve the problem as quickly as possible in an informal manner.

### 4. Formal Procedure

- a. Level One - If the grievant is not satisfied with the outcome of the informal procedures, a claim as a formal grievance in writing (using Form A) to the principal and to the S.E.A. Professional Rights and Responsibilities Committee (PR&R), chairperson. If the grievance is not filed within 30 days of its occurrence, it will no longer exist.
  - 1) Not later than three (3) days after a grievance is filed, the principal will notify the grievant and the S.E.A. PR&R committee chairperson of the time and location of the meeting, which date shall not be later than five (5) days after the date of notification. At that meeting, which shall be before the principal and designee, the grievant shall be present and an Association representative may be present if the grievant so requests.
  - 2) Not later than three (3) days after the conclusion of the meeting, the principal shall submit a disposition in writing (using Form B) to the grievant and a copy shall be given to the chairperson of the S.E.A. PR&R committee.
- b. Level Two - If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file a written grievance (using Form A) with the chairperson of the S.E.A. PR&R committee within five (5) days. The S.E.A. PR&R committee shall within five (5) days after receipt, review the grievance and the administrator's reply and if it desires, refer the matter in writing (using Form B) to the superintendent or his/her authorized representative.
  - 1) Not later than three (3) days after receipt of such a request, the grievant and PR&R committee chairperson will be notified of the time and place of the meeting, which date shall not be later than five (5) days after the notification. The meeting shall include the superintendent and/or two (2) others as the superintendent shall designate, the grievant, and three (3) representatives of the S.E.A. PR&R committee.



- 2) The superintendent and designees shall within three (3) days after the hearing render their decision and the reasons therefore in writing (using Form B) to the grievant with copies to the principal and the PR&R committee chairperson.
- c. Level Three - If the grievant is not satisfied with the disposition of the grievance Level Two, the grievant may within five (5) days request in writing (using Form A) to the chairperson of the S.E.A. PR&R committee that the grievance be submitted to the Solon Board of Education.
  - 1) The PR&R committee shall within five (5) days after receipt, review the grievance and the superintendent's response, and if it desires, refer the matter in writing (using Form B) to the President of the Board of Education with copies to all parties in interest.
  - 2) Not later than three (3) days after receipt of such a request, the grievant and the S.E.A. PR&R chairperson will be notified of the time and location of the meeting, which date shall not be later than ten (10) days after the date of notification. The meeting shall include the Solon Board or a committee of the Board consisting of at least three (3) members, the grievant, and three (3) representatives of the S.E.A. PR&R committee. The administration or designees may be included.
  - 3) The Board shall within three (3) days following the above meeting render its decision and the reasons therefore in writing (using Form B) to all parties in interest.
- d. Level Four - In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators and will choose one by the alternative strike method.
  - 1) The following sections of this Agreement are not grievable at Level Four:
    - a) Awarding Contracts
    - b) Student Discipline
    - c) Educational Improvement
    - d) Tutoring
    - e) S.E.A. Participation in School Appropriations
    - f) Staff Participation in School Design
  - 2) The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement.
  - 3) The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.
  - 4) The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
  - 5) An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall not suffer any loss for any of the time during which his/her attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith.

- 6) The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

## 5. Professional Rights Provisions

- a. This grievance procedure governs all professional employees in the Solon School District.
- b. The Filing of a grievance in no way relieves the grievant of assigned responsibilities.
- c. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation. In the event a grievance is filed or being processed on or after the end of the school year, the time limits set forth herein shall be reduced, by mutual consent, so that the grievance may be exhausted as soon thereafter as is practicable. By written mutual agreement, time limitations and/or representatives may be changed.
- d. If S.E.A. PR&R Committee decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the grievant, it may withdraw its support and elect not to proceed to arbitration.
- e. If, in the judgment of the S.E.A. PR&R committee, a grievance affects a group or class of professional employees in more than one building, the PR&R committee may submit such grievance in writing (using Form A) to the appropriate administrator or administrators for commencing of formal grievance procedure.
- f. Every effort will be made to avoid interruption of the classroom activities and to avoid involvement of students in all phases of the grievance procedure. Only authorized forms for filing grievances, made available by the building principals and the superintendent's office, shall be used by the parties in interest. Sample copies of authorized forms are attached to the grievance procedure instrument. (see appendix D)
- g. The Association shall furnish to each building principal and the superintendent before October 1 of each year, the names of the S.E.A. PR&R committee members. The personnel of this committee may be changed at any time by the Association.

## 6. Directions for Preparation and use of Forms A and B

- a. There are 4 levels of formal grievance procedures:
  - Level One - Principal's Level
  - Level Two - Superintendent's Level
  - Level Three - Board of Education Level
  - Level Four - Arbitration Level
- b. THE ORIGINAL GRIEVANCE AS WRITTEN BY THE GRIEVANT IN LEVEL ONE IS TO BE THE SAME THROUGHOUT ALL LEVELS, AND NOT TO BE RE-WRITTEN OR ALTERED.
- c. FORM A:
  - 1) Level One - 4 copies by grievant
    - (1) - building principal
    - (1) - to PR&R committee chairperson
    - (1) - to be retained by grievant
    - (1) - to superintendent
  - 2) Level Two - 1 copy by grievant
    - (1) - to chairperson PR&R committee
  - 3) Level Three - 1 copy by grievant
    - (1) - to chairperson of PR&R committee

- 4) FORM A is used only by the grievant. By use of this form, one initiates formal grievance procedures and also may continue through Level Three.
- d. FORM B
  - 1) Level One - 4 copies by principal
    - (1) - to grievant
    - (1) - to PR&R committee chairperson
    - (1) - to be retained by principal
    - (1) - to superintendent
  - 2) Level Two - 1 copy by PR&R committee chairperson
    - (1) to superintendent or authorized representative
  - 3) Level Three - 3 copies by PR&R committee
    - (1) - to president of Board of Education
    - (1) - to superintendent
    - (1) - to principal
 4 copies by Board of Education
    - (1) to grievant
    - (1) to principal
    - (1) to PR&R committee
    - (1) to superintendent
  - 4) Level Four - 1 copy by S.E.A. PR&R Chairperson
    - (1) - to superintendent
  - 5) FORM B is the form used to answer the grievant at all three (3) levels plus being used to inform the superintendent of Level Two (2), the Board of Education of Level Three (3), and superintendent of Level Four (4).
- e. Time periods involved in the Grievance Procedures
  - 1) Thirty (30) days- Grievance not filed after occurrence will no longer exist.
  - 2) Level One
    - a) 3 days - principal's period of time to notify of meeting time and location
    - b) 5 days - for meeting to occur after notification
    - c) 3 days - for principal to give a disposition
  - 3) Level Two
    - a) 5 days - grievant to carry grievance further
    - b) 5 days - PR&R committee to review the matter and inform superintendent
    - c) 3 days - superintendent's period of time to notify of meeting time and place
    - d) 5 days - for meeting to occur after notification
    - e) 3 days - superintendent to give a decision
  - 4) Level Three
    - a) 5 days - grievant to carry the grievance further
    - b) 5 days - PR&R committee to review matter and inform president of Board of Education
    - c) 3 days - Board of Education period of time to notify of meeting time and place
    - d) 10 days - for meeting to occur after notification
    - e) 3 days - Board of Education to give its decision
  - 5) Level Four
    - a) 5 days - grievant and PR&R Chairperson to carry grievance further
    - b) 10 days - grievant and superintendent to select arbitrator

## O. Teacher Discipline

1. Any employee who is to be suspended shall be given written notice regarding the reason(s) for the disciplinary action within ten (10) days after the Board has knowledge of the conduct for which an employee is being disciplined. The employee shall be advised of the right to confer with representative of the S.E.A.
2. Any continuing contract employee who is to be discharged shall be given written notice regarding the reason(s) for the disciplinary action within ten (10) days after the Board has knowledge of the conduct for which the employee is being disciplined. The employee shall be advised of the right to confer with a representative of the S.E.A.
3. Any disciplinary action taken by the Board shall only be for gross inefficiency and immorality, for willful and persistent violation of reasonable regulations of the Board, or for good and just cause.
4. Any disciplinary action against an employee may be processed in accordance with the grievance procedure in Article XI, Section N of this agreement.
5. All certified employees of the Solon Board of Education are required by condition of employment to agree to the terms and conditions set forth in the Technology Acceptable Use Policy as noted in Appendix M. Those in violation risk loss of computer privileges or discipline per the negotiated agreement.

## P. Student Discipline

1. It is the teacher's responsibility to maintain discipline at all times. Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any acts of gross misconduct, including flagrant discourtesy, acts of violence, abusive and vile language, and/or deliberate insubordination. Such cases are referred to the principal or his/her designee for action. The teacher may request in writing to the principal a refusal of admission of a student to class who repeatedly commits such acts. (Appendix C)
2. In the event that a teacher is dissatisfied with a disciplinary outcome involving a student, a hearing shall be granted at the level at which the decision was made. The teacher may have a representative from the S.E.A. present.
3. If, after the hearing, the teacher is still dissatisfied, his/her concerns should be put in writing. A copy of this will be sent to the level at which the decision was made and the next higher level.

## Q. Educational Improvement

The Solon Board of Education, in pursuance of educational improvement in the Solon system, invites the cooperation from all personnel in the Solon School System in such an effort. Professional personnel requesting educational improvement programs should first discuss thoroughly with the principal, co-workers, supervisors, or other people involved in such an improvement plan before filing an application with the superintendent for final approval.

1. Local In-service Training
  - a) A workshop would be a typical activity. It could be a half day, a full day, several days, or on a shared-time basis after school, in the evening, in summer, etc. It might focus on a subject area, a grade level, an interest area, method area, etc. A guest lecturer may be the center of the in-service program.

- b) Requests for local in-service training will be considered for discussion with the principal of that particular building or principals and forwarded to the superintendent of schools for approval. (See Educational Improvement Application)
  - c) Certificated/Licensed personnel who are required to attend workshops, training sessions, and in-services, which begin after 4:30 P.M. on a school day, occur on Saturdays, or occur during the summer will be compensated at the rate of .07% of the Bachelor's base with no experience salary per hour. An attendee may not receive the rate if he/she is receiving college credits or Continuing Education Units.
2. Out-of-Town Professional Meetings and Reimbursement - A professional meeting is defined in the broad terminology to include conferences, workshops, conventions, coaching clinics and purposeful visitations outside Solon. Application should be made through the principal and forwarded to the superintendent of schools. A professional staff member is generally limited to five (5) or less professional meeting days a year being reimbursed for expenses to cover lodging, food, and transportation, and fees connected with the professional meeting. The reimbursement for these expenses shall follow the State requirements as outlined by the state auditor and by the clerk of the Solon Board of Education. (see Appendix F)
  3. Innovations - An innovation is defined as experimentation in method, content, additional courses, and/or other educational, especially in the classroom, experience for students. The project may be conducted by one or more staff members. Cost and feasibility are strong factors for the approval of the project. One desiring to make such an expenditure will make application through principals which will be forwarded to the superintendent of schools.
  4. Professional Visiting Days - Two (2) visiting days each school year may be allowed to teachers at the discretion of the principal. Requests for permission to attend special meetings (other than regularly scheduled meetings) are to be submitted to the superintendent's office in writing well in advance of such dates. (see Appendix F)
  5. Special Duty Assignment - Professional personnel of the Solon School system may be given a special duty assignment for one or two semesters of released regular duty assignment to serve in a special capacity for the school district. The teacher may be assigned the task of visiting school systems to analyze a new innovation in education, a curriculum development, new materials, or doing action research. The teacher may be asked to take special coursework to provide one with a special expertise in education. Application may be made through the principal and forwarded to the Superintendent of schools for the request to be given consideration and approval by the Board of Education. (see Appendix F)
  6. Performance Contracts - Performance contracts may be issued by the superintendent for the completion of curricular work or other work of a specific task, which will benefit the district. Performance contracts will be issued in writing specifying duties and compensation.

## R. Tutoring

1. The Solon Board of Education assumes that it is the obligation of the school and teachers to give extra time and help to students who have been absent on account of personal illness in the home. This should be given only when the building principal has full knowledge of what is taking place.

2. Where a great amount of make-up work is needed on account of absence due to personal illness or illness in the home, the teachers shall be compensated by the Board of Education for authorized home instruction (see Article XI, Section Y). Before make-up work is started, there must be an understanding between parents, teachers, and all concerned on the need for the work, the amount, and the fee.
3. Private tutoring for a fee (as distinguished from 1 and 2 above, and as distinguished from the normal amount of assistance given to students apart from the teacher's regular duties) is not to be given by a teacher to any of one's own students.

## S. S.E.A. Participation in Appropriations

1. Utilization of the expertise of the professional staff towards providing an excellent educational environment for the students should continue. This includes meetings and discussions between the administration and S.E.A. Welfare and Finance Committee in December with respect to the July budget and in May with respect to the appropriations. Included would be topics and concepts relating to creation of new professional positions, professional staff and salaries, purchase of new and replacement educational equipment and other items relating to teacher needs and teacher used facilities.
2. The S.E.A. recognizes that the Board of Education has the legal responsibility for making final decisions on budgets and appropriations. And, there is, of course, nothing in the above to preclude consultation with other individuals or groups in regard to any of the above.

## T. Staff Participation in School Design

Prior to the design of a school building, major remodeling or school building addition, the superintendent and administration will meet with members of the school faculty who shall be representative of the grade levels or disciplines to be housed in such building to discuss educational requisites for the structure. The same group shall review the preliminary drawings and provide written suggestions prior to the preparation of working drawings. Should the superintendent and administration determine not to pursue recommendations of the teachers' committee, an oral and written explanation shall be provided the Board of Education and members of the teachers' committee.

## U. School Year

1. The exact school year shall be a negotiable item. The school calendar shall consist of one hundred eighty-six (186) days as follows:
  - One hundred eighty-two (182) instructional days
  - One (1) Teacher Day (immediately preceding opening day of the first semester)
  - One (1) Professional or In-Service Day
  - One (1) Records Day (corresponding with the end of the first semester)
  - One (1) Records Day (following the last student day)
  - Two (2) Parent Conference Days (K-8, with student release time) will be scheduled within the school year.
2. No teacher will be required to attend any meeting or accept any assignment other than during the regular school year.
3. School calendars will be created by a committee consisting of a central office administrator and two (2) members of the S.E.A. Welfare and Finance Committee.

## V. School Day

1. The length of the certificated/licensed employee work day is as follows:
  - a. High School 7 hours and 45 minutes
  - b. Solon Middle 7 hours and 25 minutes
  - c. Orchard 7 hours and 25 minutes
  - d. Elementary K-4 7 hours and 25 minutes

Staff members who are involved in after school intervention programs may be requested to start their workday earlier or later than the above. When this happens, the day shall be no longer than the hours and minutes listed above.

2. The length of the certificated/licensed employee day includes periods of twenty (20) minutes before the official student day begins and twenty (20) minutes after the student day has ended. The student day shall be defined as the period of time the students begin in an assigned class or homeroom period in the morning until dismissal time at the close of the normal school day.
3. If the administration finds it necessary to increase the instructional day, the amount of increase shall be limited to no more than ten (10) minutes and shall not extend the amount of time in the teacher day as listed in section V.1. above.
4. The certificated/licensed employee work day will include at least a thirty (30) minute duty-free, uninterrupted lunch between 11:00 A.M. and 1:00 P.M. The exceptions to this are (a) if the teacher agrees in writing to his/her schedule, or (b) when no other scheduling alternative exists and the teacher will not be assigned to a similar schedule two (2) years in a row. Each certificated/licensed employee shall be free to leave the building during that period after notifying the building office.
5. Duties shall be equalized, but equalization does not require that duties be equal on any given day, week or month. Duties of a teacher shall be of a professional nature.
6. Certificated/Licensed employees who are required to travel from one building to another shall not have such travel time considered part of their planning time or lunch time.
7. All high school certificated/licensed employees shall have fifty (50) minutes of uninterrupted planning time during each student day. High school teachers will be assigned no more than five (5) fifty (50) minute teaching periods each student day. Middle school and elementary certificated/licensed employees shall have a minimum of two hundred (200) minutes planning time per week during the student day.
8. Meetings and Committee Work
  - a) An SEA committee will meet with the administration to discuss the meeting schedule for the coming school year. Every effort will be made to minimize November meetings in deference to parent conferences. Once the schedule is set, committee members must understand that changes, additions, and deletions of meetings may occur during the life of the committee. Every effort will be made to include staff in those changes.
  - b) After School Meetings. The certificated/licensed employee schedule anticipates that certificated/licensed employees will remain after school without additional compensation to attend up to 20 hours of meetings per year for faculty, study groups, building, department or grade level needs. These meetings will not be scheduled during the last five (5) days of a grading period, the first two (2) days of a new grading period and the last five (5) days of the school year. Grade level, team, or department meetings for the purpose of implementing district work will be no more than two additional after school meetings per year.

- c) During School Meetings. Grade level, team, or department meetings for purpose of implementing district work will be no more than two full or four half days of release time.
- d) Development Meetings - Compensated. Curriculum revision work will be compensated at the rate of .07% of the Bachelor's base with no experience salary per hour.
- e) Building administrators will review each staff member's commitment to ensure that the teacher has not over extended his/her self in committee work. Building administrators will make a reasonable effort to equitably distribute committee assignments.
- f) Nothing in the above paragraphs shall preclude the Board or administration from assigning certificated/licensed employees to curriculum and other special work during the hours of the day when release time from the employee's normal daily schedule is provided.

## W. Printing of the Agreement and Board Policies

- 1. Upon ratification and signing of this Agreement by the Board and S.E.A., the Board will make available online on a copy of the contract by September 1 of the new contract year or within sixty (60) days of ratification and signing, whichever is later. The Board will also make physical copies of the agreement for the S.E.A. executive board.
- 2. A copy of any collective bargaining agreement entered into by the Association and the Board shall be jointly filed with the State Employment Relations Board within thirty (30) days of the ratification and signing of the agreement.
- 3. A copy of the Solon School District Board Policies will be available for review online.
- 4. Each teacher will also receive a handbook consisting of the rules and regulations for the operation of their respective buildings from the building by the first instructional date.

## X. Teacher Salary Schedule

- 1. PURPOSE: The purpose of this salary schedule is to attract and maintain a superior quality of teaching personnel, to promote professional growth, and to encourage longer tenure for successful teachers.
- 2. DESCRIPTION: This schedule shall be two salary schedules for all certificated/licensed personnel.
- 3. THE SCHEDULE:
  - a) In placing a new teacher on the salary schedule, consideration shall be given to both previous experience and training. The number of years allowed a teacher entering the system is at the discretion of the Board of Education upon recommendation of the superintendent.
  - b) All teaching assignments are regarded as carrying an appropriate amount of extra classroom service without regard to grade or subject taught.
  - c) In cases where special services are assigned to a teacher by the Board, additional compensation may be granted. This does not refer to the usual extra-class assignments but to such assignments as dean of boys, dean of girls, athletic coaches, etc.
  - d) A teacher who has retired into the State Teachers Retirement System (STRS), but subsequently is re-employed by the Board, shall be placed on the salary schedule with full recognition of previous years of teaching experience and training. That teacher's current salary will then be multiplied by a minimum of 75%, which shall provide his/her compensation. Any medical, dental or vision benefits received by the employee shall be taken through the State Teachers' Retirement System and will not be offered by the Board of Education. If during the life of this contract the State Teachers' Retirement System enacts a policy that does not permit the retired/rehired employee from accessing those benefits, that employee may access the Board's



benefits by reimbursing the Board for the total cost of the benefits. Life insurance coverage will be provided by the Board in accordance with the eligibility provisions.

4. Any certificated/licensed employee given an extended time contract shall be compensated at his/her daily rate or monthly rate.
  - a. Employees who work extended time shall be compensated at the salary per diem paid for the school year for which the work was approved. Application for payment for extended time must be made by September 1. Payment for extended time worked will be received in the first September payroll.
5. This Agreement specifies salaries for the 2017-2018, 2018-2019, 2019-2020, 2020-2021 school years.

YEAR	SALARY INDEX	STEP
FY18	0.00%	1 Experience Step / 1 Educational Lane Max
FY19	2.00%	1 Experience Step / 1 Educational Lane Max
FY20	0.00%	1 Experience Step / 1 Educational Lane Max
FY21	2.00%	1 Experience Step / 1 Educational Lane Max

6. A certificated/licensed employee in the Masters +30 column, who has completed 25 years of service, shall receive a longevity increase of 1.0395 x step q, now known as step r. A certificated/licensed employee in the Masters +30 column, who has completed 29 years of service shall receive a longevity increase of 1.012 x step r, now known as steps.
7. No more than 15 semester hours of workshop or on-line credit will be accepted for movement on the salary schedule after the Master's Degree column. All coursework completed prior to September 1, 1996 will be accepted for movement on the salary schedule.
8. Employees hired after the 2011-2012 school year shall be placed on the revised salary schedule as outlined in Appendix B (New Hire Salary Schedule).
9. This Agreement specifies payment of bonuses on the 15<sup>th</sup> of September in the amount of 5% of each employee's base salary (step and lane) effective for the new contract years 2017-2018, 2018-2019, 2019-2020, 2020-2021. At the end of the 2020-2021 contract year these bonuses shall no longer be paid.
10. If a staff member resigns or is terminated prior to the completion of the current school year in which the bonus payment is issued, the staff member will be required to repay the prorated amount of the payment for the portion of the school year they were not employed. Repayment will be withheld on the staff member's final paycheck.

## Y. Extra Duty Positions and Remuneration

1. It is well known that it is a contractual obligation of all teachers to perform duties beyond their basic classroom duties (such as cafeteria duty, hall proctor, etc.), regardless of grade or subject. Efforts are made to divide these as fairly and equitable as possible among the staff members.
2. However, there are certain other duties requiring much time, special competence, etc. for which additional remuneration is provided. These duties will be covered through the issuance of supplemental contracts when filled. Such contracts will include a general job description. Several factors are considered in arriving at the following figures. They are time, responsibility, number of students involved, and what is provided in other communities.
3. It is understood by both the administration and S.E.A. that these are supplemental positions and consequently are non-renewed automatically each year after which all interested staff members will

be given an equal opportunity, according to the negotiated job posting process, to pursue these positions for the following year.

4. In the event that the Board desires to add or change supplemental positions and/or compensation during the contract period, the Board and S.E.A. leadership will negotiate the compensation connected with the addition or change.
5. Supplemental experience index.

Step a	No Experience	Index for Position
Step b	2 years	1.05 times Step a
Step c	4 years	1.05 times Step b

Language to be worked on to explain the freezes above the salary schedule

6. Pre-season conditioning cap set at \$600.

## 7. BOYS INTERSCHOLASTIC ATHLETICS

<u>Sport</u>	<u>Position</u>	<u>Index*</u>
<b>Administration</b>	Faculty Manager (SHS) (Fall & Winter/Spring)	10%
	Faculty Manager (SMS)	17% <sup>2</sup>
<b>Football</b> (Aug. 1 Start)	Head Varsity Coach (1)	16%
	Asst. Coach (13) (2-7 <sup>th</sup> , 8 <sup>th</sup> , 9 <sup>th</sup> , 2-JV, 5-V)	10%
	Summer pay (All Levels)	\$400
	Weight Room	\$20/hr.
<b>Basketball</b>	Head Varsity Coach	15%
	High School Asst. (3-V/JV/F)	9%
	Middle School (2-7 <sup>th</sup> & 8 <sup>th</sup> )	7.5%
	High School Scout	3% <sup>5</sup>
<b>Wrestling</b>	Head Varsity Coach	15%
	High School Asst. (2-JV/F)	9%
	Middle School (2-7 <sup>th</sup> & 8 <sup>th</sup> )	7.5%
<b>Track</b>	Head Varsity Coach	12%
	High School Asst. (3-2V & 1F)	9%
	Middle School (3 co-coaches)	7.5%
	Indoor Head Coach (Boys and Girls)	2%
	Indoor Asst. Coaches (Boys and Girls)	2% <sup>8</sup>
<b>Baseball</b>	Head Varsity Coach	13%
	High School Asst. (3-V, 2/JV)	9%
	Middle School	7.5%
<b>Soccer</b>	Head Varsity Coach	12%
	High School Asst. (2-JV/F)	9%
	Middle School (2-7 <sup>th</sup> & 8 <sup>th</sup> )	7.5%
	Summer pay	\$200
<b>Cross Country</b>	Head Varsity Coach	9%
	Middle School	7.5%
	Asst. Coach	7.5%

<b>Tennis</b>	Head Varsity Coach	9%
	High School Asst. (1-JV)	7.5%
<b>Golf</b>	Head Varsity Coach	9%
	High School Asst. (1)	7.5%
<b>Swimming</b>	Head Varsity Coach	15%
	Asst. Varsity Coach (2) (Boys & Girls)	9%
	Asst. Varsity Diving (Boys & Girls)	9%
	JV (8 <sup>th</sup> )	9%
<b>Hockey</b>	Head Varsity Coach	12%
	Asst. Varsity Coach	9%
<b>Lacrosse</b>	Head Varsity Coach	12%
	Asst. Varsity Coach	9%
	JV Coach	Hourly
	8 <sup>th</sup> Grade Coach	7.5%
<b>Bowling</b>	Head Varsity Coach	7.5%
<b>Tennis</b>	8 <sup>th</sup> Grade Coach	7.5%

\*This index is applied to each employee's Bachelor's base with no experience.

## 8. GIRLS INTERSCHOLASTIC ATHLETICS

Sport	Position	Index*
<b>Basketball</b>	Head Varsity Coach	15%
	High School Asst. (3 V, 2 MS)	9%
	Middle School (2)	7.5%
	High School Scout	3% <sup>5</sup>
<b>Gymnastics</b>	Head Varsity Coach	12%
	High School Asst. (2-JV/F)	9%
	Middle School (2-Head, Asst.)	7.5%
<b>Volleyball</b>	Head Varsity Coach	12%
	High School Asst. (3 - V/JV/F)	9%
	Middle School (2)	7.5%
	Summer pay	\$200
<b>Track</b>	Head Varsity Coach	12%
	High School Asst. (3)	9%
	Middle School (3 co-coaches)	7.5%
<b>Cross Country</b>	Head Varsity Coach	9%
	Middle School	7.5%
	Asst. Coach	7.5%
<b>Tennis</b>	Head Varsity Coach	9%
	High School Asst. (2-JV/F)	7.5%
<b>Golf</b>	Head Varsity Coach	9%
	High School Asst.	7.5%
<b>Softball</b>	Head Varsity Coach	13%
	High School Asst. (3-V/JV/F)	9%
	Middle School	7.5%
<b>Soccer</b>	Head Varsity Coach	12%
	High School Asst. (2-JV/F)	9%
	Middle School (2)	7.5%
	Summer Pay	\$200
<b>Bowling</b>	Head Varsity Coach	7.5%

\* This index is applied to each employee's Bachelor's base with no experience.

- An assistant coach in football, basketball, wrestling, and track will be hired as assistant coaches without regard to coaching level. A coach may then be placed at any level in the organization as the head coach so desires to take the fullest advantage of the coach's talents without hurting the coach financially. Often a head coach will prefer to have the best assistant at the freshman level.

When a coach who has been an assistant coach at Solon Schools for a period of eight years or more moves into a head coaching position in the same sport, that head coach will receive one-half of the longevity service earned during the tenure as the assistant coach toward their new head coaching position with subsequent longevity service added from that point.

10. Each assistant coach's salary will include specific duties as stipulated or assigned by the head coach. Each head coach's salary will include specific duties as stipulated by the athletic director as a requisite to the final payment of contract for the current year.
11. Safe-Harmless Clause - Where a reduction in the percentage of the base has occurred for an assignment such as middle school assistant basketball coach, no person currently in the position will receive less money than he/she received last year. For example, if he/she received 9% (\$1658.52) in 1986/87 he/she would continue to be paid \$1658.52 in future seasons until the 7.5% of the base exceed \$1658.52 which time he/she would be paid at the higher rate. A new person would be paid at the rate of 7.5% of the bachelor, no experience rate then applicable.
12. If a person handles two assignments simultaneously, the second assignment will be paid at 1/2 the second rate; that is, if cross country boys and cross country girls both practice at the same time, the pay would be 9% for one team and 4.5% for the other team.

### 13. EXTRA DUTY ASSIGNMENTS

Location	Category	Assignment	Index <sup>1</sup>	Hourly	Pay
District	Advisor	Chess Club		\$20/hr.	\$2500 Max
	Curriculum	Building Assessment Coordinator (K-6)	5%		
		Home Instruction Tutor		.085%/hr	
		Lead Test Coordinator	10%		
		Test Coordinator	5%		
	Support	Summer School Teacher (SHS & SMS)		0.1%/hr	
		LPDC Members (for all LPDC related work)		curric. rate	
		Saturday School (SHS & SMS)		\$25/hr	
		Longevity for SMS			
		Staff Development Council	1.50%		
		Web Manager	8%		
		Wellness Club Director	3.50%		
		ELL Teachers		1 extended day	
		Psychologists		20 Extended days	
		Psychologists	5%		
		Speech Language Pathologists		5 Extended days	
		Technology Resource		5 Extended days	
		CGR	10%		
		Guidance		10 Extended days	
		Vocational		20 Extended days	

<b>Elementary</b>	<b>Advisor</b>	Elementary Science Club	5%		
	<b>Curriculum</b>	Grade Level TCR (K-4)	7%		
<b>OMS</b>					\$100 Summer
	<b>Advisor</b>	Science Olympiad	7% <sup>6</sup>		
	<b>Curriculum</b>	Content Area TCR (5-6)	10%		
		Outdoor Education Director	10%		
		Open Library / Intramural		\$20/hr.	
<b>OMS</b>	<b>Music - Vocal</b>	Vocal Ensemble	6%		
		Math Counts (divide among teachers)	7%		
		Music Support Activity Period			
				\$20/hr.	
<b>SHS</b>	<b>Advisor</b>	Academic Challenge	<del>5%</del> 7%		
		Amnesty International	3%		
		AP Coordinator	5%		
		Diversity Achievement Program	6%		
		Fashion Club Advisor	3.50%		
		French Club	3%		
		Freshman Class Advisor	3%		
		Future Business Leaders	3%		
		Future Problem Solvers	5%		
		Gay-Straight Alliance	3%		
		Girl Up Advisor	3%		
		High School Literary Publication (Images)	<del>4%</del> 5.5%		
		Honor Society	7%		
		Journalism Advisor	6%		
		Junior Class Advisor	5%		
		Junior State of America Advisor	3%		
		Key Club Advisor	7%		
		Link / PreMed Advisor	7%		
		Math Club			
		Mock Trial Advisor	7%		
		Mock Trial Advisor Asst.	5%		
		SADD	9%		
		Science Olympiad	9% <sup>6</sup>		
		Science Olympiad Asst.	7.5%		
		Senior Class Advisor	3%		
		Ski Club	5%		
		Sophomore Class Advisor	3%		
		Speech & Debate Assistant	7.5%		
				Curr./Hr.	

SHS		Speech & Debate Head Coach	9%		
		Starlette Advisor	15% <sup>7</sup>	\$200	summer
		Student Council/Pep Club	11%		
		Model United Nations	5%		
		Washington, D.C. Trip Advisor	5%		
		Yearbook	5.5% <sup>2</sup>		
	Cheerleading	Freshman Cheerleaders	7.5%		
		High School Asst.	7.5%		
		High School Varsity	10%		
	Drama	Asst. Drama Advisor Fall Play	7% <sup>3</sup>		
		Choreographer (Spring Play)	2.50%		
		Drama Advisor Fall Play	9%		
		Drama Advisor One Act Plays (3)	2.20%		
	Drama	Major Musical Director	12%		
		Major Musical Director Assistant	12% <sup>4</sup>		
		Major Musical Director Music	8%		
		Major Musical Director Pit	4%		
		Piano Accompanist (Spring Play)	3%		
	Intramurals	ORC Basketball Intramurals	7%		
		ORC Basketball Intramurals Supervisor		\$20/HR	
	Music - Band	Director (index at current salary) + longevity	10%		
		Director Asst.	5%		10 days /per diem
	Music - Vocal	Orchestra Director	10%		
		Jazz Band I	6%		
		Jazz Band II	3%		
		Pep Band	3%		
		Music in Motion Tech Dir.	12%		
		Show Choir Asst. Director	12%		
		Show Choir Choreographer	7.5%		
		Show Choir Compensation for Summer		\$500	
		Show Choir Director	15%		
		Choir Accompanist		\$20/hr.	
		Music in Motion Musical Arrangements			\$1500.00

	<b>Support</b>	Café du Solon		\$750
		Pool Director	10%	
<b>SMS</b>	<b>Advisor</b>	Council for Exceptional Children Advisor	5%	
		Council for Exceptional Children Assistant	3%	
		Future Problem Solvers	5%	
		Literary Magazine	3.50%	
		Middle School Newspaper	3%	
		Middle School Power of the Pen	6%	
		Middle School SADD	5%	
		Middle School Ski Club	5%	
		Middle School Student Council Dir.	5.50%	
		Middle School Trip Advisor	5%	
		Middle School Yearbook Advisor	6%	
		Science Olympiad	9% <sup>6</sup>	
		Science Olympiad Asst.	7.5%	
	<b>Cheerleading</b>	Middle School (2)	7.5%	
	<b>Curriculum</b>	Middle School Science Fair	3% <sup>9</sup>	
	<b>Drama</b>	Middle School Drama	3%	
	<b>Music - Band</b>	Middle School Jazz Band	5%	
	<b>Music - Vocal</b>	Vocal Ensemble	6%	
	<b>Support</b>	Middle School Open Computer Lab	3%	
		Art Club	3%	
		Math Counts (divide among teachers)	7%	

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Footnotes to the extra duty positions:

- 1 Index is applied to the each employee's Bachelor's base with no experience.
- 2 Plus one released period.
- 3 The number represents payment of percentage indicated for two people. If assignment is handled by one person the payment will be the total of the two positions.
- 4 Divided between personnel as needed. Distribution to be approved by high school principal.
- 5 To be divided by High School Basketball Coach to their respective assistant coaches only.
- 6 To be divided among personnel at each building.



7 May be divided into two contracts: 9% for football season; 6% for competition. Summer pay of \$200 to be applied to football contract.

8 Divided between Assistant Coaches by the Head Coach.

9 Number of contracts to match number of Middle School science teachers, prorated to be in accordance with the number of classes involved.

#### 14. SUPPLEMENTAL CONTRACTS FOR ART MUSIC PE & MEDIA

Members of the bargaining unit who commence employment on and after August 1, 2013 in the licensure areas of art, music, physical education and media are required to undertake a supplemental duty related to their area of licensure and perform such duty without any additional compensation. The supplemental duty may consist of either (a) an extra duty position found under Article XI. Y. of the contract, or (b) some other reasonable supplemental duty when an extra duty contract is not available. This provision is subject to the following:

- a. Teachers hired with more than one extra duty contract will lose the compensation for the least paid contract. Therefore, someone who has two extra duty contracts for coaching and is assigned an extra duty with a lower compensation, it is the lowest compensated duty that is unpaid.
- b. When the extra duty positions are hired, the application of this provision may be altered by agreement to recruit a desirable coach and or advisor.
- c. No employee hired under this provision shall be given a paid extra duty which replaces a current employee who holds that extra duty contract unless the position is:
  - i. open due to non-renewal of the supplemental contract held by the current employee due to performance and
  - ii. all other current employees have been given the right to bid on said extra duty but were deemed less qualified.
- d. In subsequent years, it is understood that such situations may arise where the employee hired under this provision may agree with the administration that their contract shall be renewed to provide for only teaching duties and no longer require supplemental duties, with no reduction in salary. For members in those areas of licensure employed prior to the start of the 2013-14 school year, such assignments are compensated through additional salaries issued under supplemental contracts.
- e. SEA and the Board agree to consult as unusual situations arise.
- f. For the purpose of this section only, employees hired for less than a full-time contract will have their first extra duty contract reduced by an equal amount in relationship to their contract. For example, a .7 PE teacher/coach shall have 7/10 of their extra duty contract reduced. The employee may receive the other 3/10 as compensation.
- g. This section of the contract will be revisited throughout the school year to review its practical effects.

#### 15. DEPARTMENT HEAD SCHEDULE FOR REMUNERATION (7-12)

DEPARTMENT SIZE (Faculty)	INDEX*	SUMMER REMUNERATION
1-4.9	6%	\$100.00
5-7	8%	\$200.00
7.1-9.9	10%	\$300.00
10-13	12%	\$400.00
13.1 or more	14%	\$500.00

## **16. INTRAMURALS**

The Solon Board of Education recognizes the value and need of an intramural program. The Board agrees to provide such a program and to fund the program. The development of the program annually will be the responsibility of each building principal.

## **17. MENTORS**

Mentors will receive compensation according to his/her specific assignment within the entry year program. Compensation will be determined as follows:

- a. New mentors will be required to attend 7 hours of training. Compensation will be 7 hours times the negotiated rate of .07%.
- b. All mentors will be paid for the two half days of orientation (building and district). Compensation will be 6 hours at the negotiated rate.
- c. Those mentoring an inexperienced teacher will receive 1.5% of the bachelor's base for the first entry year teacher.
- d. Those mentoring an experienced teacher will receive 1% of the bachelor's base for the first entry year teacher.
- e. Compensation for mentoring additional entry year teachers would be at 50% of the base stipend fee as defined in sections c and d.
- f. A mentor assigned both an experienced and an inexperienced teacher shall be paid the 1.5% for the inexperienced teacher. The experienced teacher will be figured as provided in section c.

## **18. PERFORMANCE SALARY DIFFERENTIAL**

Staff members will receive the following additional performance payments based on the strong performance of our staff:

May 30, 2018: 3.25% of employee's current salary

May 30, 2019: 3.25% of employee's current salary

May 30, 2020: 3.25% of employee's current salary

May 30, 2021: 3.25% of employee's current salary

If a staff member resigns or is terminated prior to the completion of the current school year in which the bonus payment will be issued, the board will be required to pay the prorated amount of the payment for the portion of the school year they were employed. Payment will be added to the staff member's final paycheck.

## **Z. Retirement Incentive**

### **1. Incentive Description**

If a teacher chooses the retire/rehire incentive, it will be as follows:

- a. They would retire in the year that they reach eligibility as defined in XI.Z.2. Eligibility below.

- b. The Board would guarantee re-employment for one year at full salary. The re-employ option at full salary is for the next school year only. No employment beyond that year will be offered. If there is future employment, Section X.3.d. would apply.
  - c. The employee would receive severance pay one year after rehire year is completed. Employee should contact the Treasurer for individual payment options.
  - d. The teacher must also agree not to take the Board offered medical, dental or vision plans and take that offered by the State Teachers' Retirement System. Furthermore, if STRS requires employing school districts of rehired teachers to pay the medical, dental, or vision costs the employee will reimburse the Board for that cost. Life insurance coverage will be provided by the Board in accordance with the eligibility provisions.
2. Eligibility:
- a. The certificated/licensed employee who retires with 30 years of service and is immediately eligible to receive benefits from STRS will be paid the Retirement Incentive.
  - b. A certificated/licensed employee who retires with less than 30 years service is to be included under the above description (3.a.).
  - c. The certificated/licensed employee must declare his/her intention in writing to retire by March
3. Provisions and Limitations:

The Retirement Incentive will not be available to any certificated/licensed employee who has more than 30 years service in STRS.

## **AA. Retirement Prohibition**

No certificated/licensed employee shall retire effective June 1 of a school year without the permission and agreement of both the Superintendent and the Association President.

## **BB. Severance Pay Deferral Plan**

Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their "Severance Pay" (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). This arrangement is referred to as the "403(b) Plan." The provisions of this Agreement are effective for all employees whose retirement effective dates are after the date of this Agreement.

Participation in the 403(b) Plan shall be mandatory for any employee who meets all of the following requirements:

- 1. The employee retires and thereby becomes entitled to severance pay under Paragraph C, or a retirement incentive under Paragraph Z of this Article.
- 2. The employee's date of separation from service is in or after the calendar year in which the employee is or will be age 55.

The terms of the 403(b) Plan shall, at a minimum, include the following:

- 1. If a retiring employee is a participant in the 403(b) Plan, in lieu of the employee receiving a cash payment under Paragraph C and/or Paragraph Z of this Article (collectively, "Severance Pay"), an

employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:

- a. The total amount of the Participant's Severance Pay, or
  - b. The maximum contribution amount allowable under the terms of the 403(b) Plan.
2. The required contribution to the 403(b) Plan shall be made within 30 days of the effective date of retirement, provided that the retiring employee has provided evidence of retirement under the State Teachers Retirement System (or, if applicable, another state retirement system).
  3. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b).
  4. If the amount to be paid to the 403(b) Plan for any calendar year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be carried over to up to two the subsequent year and then paid into the 403(b) Plan. If there is an excess amount remaining after two subsequent years, it shall be paid to the employee in cash upon last payment to the 403(b) Plan.

If an employee has retired, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the 403(b) Plan and then be paid to a Beneficiary of the employee in accordance with the terms of the 403(b) Plan.

The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC. A Participant in the 403(b) Plan shall complete the AIG VALIC enrollment forms, and unless and until an employee does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. A successor company or companies may be selected at any time by mutual agreement of the Board and the Association.

After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

An employee who is entitled to Severance Pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with under Paragraph C. and Paragraph Z. of this Article. The employee may elect to defer such payments to a TSA, as is permitted by law and Board policy.

All contributions to the 403(b) Plan, and any cash payments required hereunder, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Solon Education Association guarantee any tax or investment results associated with the 403(b) Plan.

## **CC. Defense & Indemnification of Employees**

- a) The Board shall provide for the defense of an employee, in any state or federal court, in any civil action or proceeding to recover damages or injury, death, or loss to persons or property allegedly caused by an act or omission of the employee in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his/her employment or official responsibilities.

- b) The Board shall indemnify and hold harmless an employee in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the employee was acting in good faith and within the scope of his/her employment or official responsibilities.

## XII. Duration

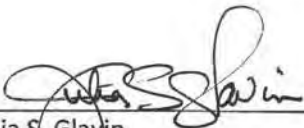
This Agreement contains all provisions for a one (1) year Agreement beginning September 1, 2017 and ending August 31, 2018 as well as all provisions for a three (3) year Agreement beginning September 1, 2018 and ending August 31, 2021.

The one (1) year Agreement will remain in force beginning September 1, 2017 and ending August 31, 2018. The one (1) year Agreement supersedes any previous Agreements.

Although the three (3) year Agreement was initially ratified at the same time that the one (1) year Agreement was ratified, the three (3) year Agreement will be ratified again by both parties in May, 2018. If for any reason the three (3) year Agreement is not ratified by both parties in May, 2018, then either party may file a notice to negotiate with the State Employment Relations Board (SERB). In such case, the parties will immediately proceed to binding conciliation under the following alternate dispute resolution procedure:

- a. Either party may request a list of five (5) conciliators from SERB;
- b. The parties will either select a conciliator using the alternative strike method, or request SERB to select a conciliator;
- c. The parties will immediately proceed to binding conciliation, as outlined in R.C. 4117.14(G) for a new three (3) year Agreement beginning September 1, 2018 and ending August 31, 2021;
- d. The three (3) year Agreement that was initially ratified in May, 2017 will be entered into evidence with the understanding that both parties have previously ratified the three (3) year Agreement;
- e. The decision of the conciliator will be final and binding on both parties.

The three (3) year Agreement will supersede any previous Agreements. Negotiations for a new collective bargaining agreement between the parties shall then commence with the sending of a notice to negotiate and the procedures set forth in Chapter 4117 of the Ohio Revised Code and the Ohio Administrative Code. It is the intent of both parties that the three (3) year Agreement will be fully enforceable as originally agreed



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Julia S. Glavin

President  
Solon Board of Education



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David Sheppard

President  
Solon Education Association



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Robert F. Rivera

Chief Negotiator  
Solon Education Association



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Joseph V. Regano

Superintendent of Schools



## Solon OTES Evaluation Timeline

Date	Activity	Form	Responsibility
<b>September 15</b>	Teacher Self-Assessment (1 <sup>st</sup> Year or New Teacher)	Teacher Self-Assessment Form	Teacher
	Professional Growth Plan (Yrs. 2 onward) -Teachers Accomplished, Skilled or Developing	Professional Growth Plan	Teacher
	Professional Improvement Plan (Yrs. 2 onward) - Teachers Rated Ineffective	Improvement Plan	Teacher / Administrator
	Documented walkthroughs may begin - Walkthroughs should be a minimum of 3 days prior to any scheduled observation. Form due within 2 days of walkthrough.	Walkthrough Form	Administrator
<b>October 1 – May 1</b>	<p>Scheduled observations may Begin Oct. 1</p> <p><b>Optional Pre-Observation Conferences</b> should occur no earlier than 3 days prior to any scheduled observation.</p> <p><b>Post Conferences</b> must occur within 3 days of scheduled observation</p> <p><b>Final written observation rubric</b> must be given to teacher within 5 days of scheduled observation</p> <p><b><u>Limited Contract Teachers–</u></b> 3 Scheduled Observations with a 3 week minimum separation between observations</p> <p><b><u>Continuing Contract Teachers –</u></b> 2 scheduled observations. 1<sup>st</sup> observation between October 1 and end of 1<sup>st</sup> Semester. 2<sup>nd</sup> observation between first day of 2<sup>nd</sup> semester and May 1.</p> <p><b>Continuing Contract Teachers Rated Accomplished</b> Evaluations Occur every 3 years</p> <p><b>Continuing Contract Teachers Rated Skilled</b> Evaluation occur every 2 years</p> <p>All teachers will receive 1 documented observation each year</p> <p>All post observation conferences must be completed by May 1st.</p>	<p>Pre-Observation Planning &amp; Lesson Reflection Conference Questions</p> <p>Observation Rubric</p>	<p>Used by both teacher and administrator to guide both pre and post-conferences</p> <p>Administrator</p>
<b>May 1</b>	Teacher Self Evaluation Form due	Teacher Self Evaluation Form	Teacher
<b>May 10</b>	Deadline for final summative evaluation	Final Summative Form	Administrator

## Self-Assessment Summary Tool

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

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

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

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

## Professional Growth Plan

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

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

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:		Grades (s) / Subject Area (s):		Date:	
Evaluator:		School Year:		Building:	

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: 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.*

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\*Please note signature indicates acknowledgement not agreement*

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

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

## Pre-Observation Planning and Lesson Reflection Resource Questions

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

### INSTRUCTIONAL PLANNING

#### FOCUS (Standard 4: Instruction)

- What is the focus for the lesson?
- What content will students know/understand? What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

#### ASSESSMENT DATA (Standard 3: Assessment)

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

#### PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

##### (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

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

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

### INSTRUCTION AND ASSESSMENT

#### LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

#### DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

#### RESOURCES (Standard 2: Content / Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

#### CLASSROOM ENVIRONMENT

##### (Standard 1: Students / Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

#### ASSESSMENT OF STUDENT LEARNING

##### (Standard 3: Assessment)

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning / achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

### PROFESSIONAL RESPONSIBILITIES

#### COLLABORATION AND COMMUNICATION (Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

#### PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

## Informal Observation: General Form

Teacher:		Grades (s) / Subject Area (s):		Date:	
Evaluator:		Walkthrough Starts:		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			
	Instruction is developmentally appropriate		Lesson content is linked to previous and future learning
	Learning outcomes and goals are clearly communicated to students		Classroom learning environment is safe and conducive to learning
	Varied instructional tools and strategies reflect student needs and learning objectives		Teacher provides students with timely and responsive feedback
	Content presented is accurate and grade appropriate		Instructional time is used effectively
	Teacher connects lesson to real-life applications		Routines support learning goals and activities
	Instruction and lesson activities are accessible and challenging for students		Multiple methods of assessment of student learning are utilized to guide instruction
	Other:		Other:

**Evaluator Summary Comments:**

**Recommendations for Focus of Informal Observations:**

**Evaluator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Teacher Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*\*Please note signature indicates acknowledgement not agreement*



## Teacher Performance Observation Rubric

Teacher:		Grades (s) / Subject Area (s):		Date:	
Evaluator:		School Year:		Building:	

The Teacher Performance Observation 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					
INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
	<b>FOCUS FOR LEARNING (Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
	<b>ASSESSMENT DATA (Standard 3: Assessment)</b>  <i>Sources of Evidence:</i> Pre-Conference	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>  <b>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</b></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		Ineffective	Developing	Skilled	Accomplished
	<b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b>  <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
	<p><b>LESSON DELIVERY</b>  <b>(Standard 2: Content;</b>  <b>Standard 4: Instruction;</b>  <b>Standard 6: Collaboration</b>  <b>and Communication)</b></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				

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
	<b>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	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.	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..	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.
	Evidence				

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
	<b>RESOURCES</b> <b>(Standard 2: Content; Standard 4: Instruction)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	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.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students	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.
	Evidence				

INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
	<b>CLASSROOM ENVIRONMENT</b> <b>(Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</b>  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<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				
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INSTRUCTION AND ASSESSMENT					
INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Skilled	Accomplished
	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></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					
PROFESSIONALISM		Ineffective	Developing	Skilled	Accomplished
	<b>PROFESSIONAL RESPONSIBILITIES</b> <b>(Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</b>  <i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	<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				

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\*Please note teacher signature indicates acknowledgement not agreement*

# Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

Teacher:		Grades (s) / Subject Area (s):		Date:	
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**PURPOSE:** Teacher Self-Evaluation promotes an objective self-reflection of strengths and areas for growth. This reflection should be based on analysis of evidence about effective instructional practices and the impact of those practices on student learning. This reflection informs an action plan, which strengthens instruction, assessment and professional practices. The local district is responsible for decisions regarding self-evaluation, such as timelines and selection of reviewer.

Self-Evaluation is a one-year reflection based upon existing data, such as the Professional Growth/Improvement Plan, the electronic Teacher and Principal Evaluation System (eTPES) Self-Assessment, Resident Educator's Self-Assessment, and the prior year's evaluation results. Additionally, the one year self-evaluation may be used to inform or support the five-year Individual Professional Development Plan (IPDP).

**Step 1: Self-reflect on performance on the standards** (completed by the teacher at the beginning of the school year)

Use the table below (based on the *Ohio Standards for the Teaching Profession*) to respond to each standard. Thoughtfully consider the elements in each standard to determine the 1-4 rating (1= rarely, 2= sometimes, 3= frequently, 4= always).

Standard 1: Students	1	2	3	4
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				
Evidence indicating strengths and areas for growth:				
Standard 2: Content	1	2	3	4
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				
Evidence indicating strengths and areas for growth:				

## Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

<b>Standard 3: Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
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				
Evidence indicating strengths and areas for growth:				
<b>Standard 4: Instruction</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
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				
Apply knowledge of how students think and 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				
Evidence indicating strengths and areas for growth:				
<b>Standard 5: Learning Environment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
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 of an environment that is conducive to learning for all students				
Evidence indicating strengths and areas for growth:				

## Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

<b>Standard 6: Collaboration and Communication</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
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				
Evidence indicating strengths and areas for growth:				
<b>Standard 7: Professional Responsibility and Growth</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
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				
Evidence indicating strengths and areas for growth:				

### **Step 2: Self-evaluation summary and planning** (completed by the teacher at the beginning of the school year)

The quality and thoroughness of the responses will determine the overall rating. As such, refer to the rubric on page 4 as responses are constructed.

Summarize the findings of the self-evaluation and determine focus area(s) for the year:

Design a course of action for the school year based on your focus area(s).

How will your work in these focus areas improve student learning?

How will success be measured?

# Teacher Self-Evaluation as an Alternative Component of Teacher Evaluation

## Step 3: Scoring the Self-Evaluation\* (completed by the reviewer)

The reviewer should use the rubric below to determine a holistic rating. The rating is based on the **quality and thoroughness of responses**.

1	2	3	4
<p>The teacher has attempted to analyze the performance standards or student growth data to determine strengths and areas for improvement. The analysis is either incomplete or lacks objectivity.</p> <p>Rarely collects data to support the analysis.</p> <p>Summary and plan of action are incomplete. Timeline is unclear.</p> <p>The response incompletely explains how the plan will result in improved teacher practice and student learning.</p> <p>The success metric is based on analysis of incomplete data and unclearly measures the expected results of the plan of action.</p>	<p>The teacher has analyzed performance standards and student growth data in some areas to determine strengths and areas for improvement, yet gaps exist in the analysis.</p> <p>Intermittently collects data to support the analysis.</p> <p>Summary and plan of action are minimally addressed. The plan lacks a reasonable timeline.</p> <p>The response vaguely explains how the plan will result in improved teacher practice and student learning.</p> <p>The success metric is based on analysis of limited data and partially measures the expected results of the plan of action.</p>	<p>The teacher has objectively analyzed performance standards and student growth data to determine strengths and areas for improvement.</p> <p>Consistently collects data and identifies essential evidence to support the analysis.</p> <p>Summary and plan of action are satisfactory. The timeline is adequate.</p> <p>The response adequately explains how the plan will result in improved teacher practice and student learning.</p> <p>The success metric is based on analysis of important data and reasonably measures the expected results of the plan of action.</p>	<p>The teacher has objectively and collaboratively analyzed performance standards and student growth data to determine strengths and areas for improvement.</p> <p>Frequently collects data and identifies essential evidence from multiple sources to support the analysis.</p> <p>Summary and plan of action are articulate, clear and include a reasonable timeline.</p> <p>The response clearly explains how the plan will result in improved practice and student learning, along with contributing to learning within the organization.</p> <p>The success metric is based on analysis of critical data and comprehensively measures the expected results of the plan of action.</p>

Reviewer: Consider the indicators above that most accurately describe the quality and thoroughness of the teacher's responses.

Holistic rating	1	2	3	4
Overall numerical rating for eTPES entry:	Minimal	Partial	Thorough	Extensive

\*If previous evaluation was not completed using the Ohio Teacher Evaluation System rubric, the local evaluation may be used. Because the self-evaluation is based on past performance, teachers new to the profession will not be able to complete Step 1 of the self-evaluation. Educators new to the profession may use the Resident Educator's Self-Assessment to assist in completing Step 2 of the Self-Evaluation.

Date of Self-Evaluation Conference: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_

Reviewer Signature: \_\_\_\_\_

## Final Summative Rating of Teacher Effectiveness

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

☐

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.



## SALARY SCHEDULES

Solon City School District  
 Certified Salaries for Employees Hired 2011-2012 School Year or After  
 2017-2018

<b>Years</b>	<b>Non</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>
<b>Degree</b>						
<b>a(0)</b>	41,029	44,192	46,010	48,002	49,643	51,451
<b>b(1)</b>	42,621	45,912	47,799	49,876	51,578	53,459
<b>c(2)</b>	44,275	47,700	49,664	51,820	53,594	55,550
<b>d(3)</b>	45,999	49,557	51,604	53,844	55,691	57,722
<b>e(4)</b>	47,786	51,492	53,618	55,948	57,867	59,985
<b>f(5)</b>	49,653	53,502	55,714	58,136	60,135	62,332
<b>g(6)</b>	51,590	55,593	57,895	60,416	62,491	64,779
<b>h(7)</b>	53,604	57,769	60,162	62,780	64,943	67,322
<b>i(8)</b>	55,698	60,030	62,519	65,245	67,493	69,964
<b>j(9)</b>	57,882	62,383	64,973	67,806	70,141	72,715
<b>k(10)</b>	60,148	64,832	67,523	70,471	72,900	75,580
<b>l(11)</b>	62,503	66,305	70,177	73,237	75,766	78,548
<b>m(12)</b>	64,954	70,023	72,934	76,124	78,747	81,647
<b>n(13)</b>			77,008	79,119	81,848	84,862
<b>o(14)</b>				82,237	85,074	88,209
<b>p(15)</b>					89,740	91,686
<b>q(18)</b>						93,495
<b>r(20)</b>						95,304
<b>s(23)</b>						97,186
<b>t(25)</b>						99,069
<b>u(27)</b>						99,663
<b>v(29)</b>						100,257
<b>w(34)</b>						101,460

Solon City School District  
 Certified Salaries for Employees Hired 2011-2012 School Year or After  
 2018-2019, 2019-2020

Years	Non	B	B+15	M	M+15	M+30
<b>Degree</b>						
<b>a(0)</b>	41,849	45,076	46,930	48,962	50,635	52,480
<b>b(1)</b>	43,474	46,830	48,755	50,874	52,609	54,528
<b>c(2)</b>	45,160	48,654	50,657	52,857	54,666	56,661
<b>d(3)</b>	46,919	50,548	52,636	54,921	56,805	58,876
<b>e(4)</b>	48,742	52,522	54,691	57,067	59,025	61,185
<b>f(5)</b>	50,646	54,572	56,829	59,299	61,338	63,578
<b>g(6)</b>	52,621	56,705	59,053	61,624	63,741	66,075
<b>h(7)</b>	54,676	58,924	61,365	64,035	66,242	68,669
<b>i(8)</b>	56,812	61,231	63,770	66,549	68,843	71,363
<b>j(9)</b>	59,040	63,631	66,273	69,162	71,544	74,169
<b>k(10)</b>	61,351	66,129	68,873	71,880	74,358	77,092
<b>l(11)</b>	63,753	67,632	71,581	74,702	77,281	80,119
<b>m(12)</b>	66,253	71,423	74,392	77,646	80,322	83,280
<b>n(13)</b>			78,548	80,701	83,485	86,559
<b>o(14)</b>				83,882	86,776	89,973
<b>p(15)</b>					91,535	93,520
<b>q(18)</b>						95,365
<b>r(20)</b>						97,210
<b>s(23)</b>						99,130
<b>t(25)</b>						101,050
<b>u(27)</b>						101,656
<b>v(29)</b>						102,262
<b>w(34)</b>						103,489

Solon City School District  
 Certified Salaries for Employees Hired 2011-2012 School Year or After  
 2020-2021

Years	Non	B	B+15	M	M+15	M+30
<b>Degree</b>						
<b>a(0)</b>	42,686	45,978	47,868	49,941	51,648	53,530
<b>b(1)</b>	44,343	47,767	49,730	51,891	53,662	55,618
<b>c(2)</b>	46,063	49,627	51,670	53,914	55,759	57,795
<b>d(3)</b>	47,857	51,559	53,688	56,020	57,941	60,054
<b>e(4)</b>	49,717	53,572	55,784	58,208	60,205	62,408
<b>f(5)</b>	51,659	55,663	57,965	60,485	62,564	64,850
<b>g(6)</b>	53,674	57,839	60,234	62,857	65,016	67,397
<b>h(7)</b>	55,770	60,103	62,592	65,316	67,567	70,042
<b>i(8)</b>	57,949	62,455	65,045	67,880	70,220	72,791
<b>j(9)</b>	60,221	64,904	67,598	70,545	72,975	75,653
<b>k(10)</b>	62,578	67,451	70,251	73,318	75,845	78,634
<b>l(11)</b>	65,028	68,984	73,012	76,196	78,827	81,721
<b>m(12)</b>	67,578	72,852	75,880	79,199	81,929	84,946
<b>n(13)</b>			80,119	82,315	85,155	88,290
<b>o(14)</b>				85,560	88,511	91,772
<b>p(15)</b>					93,365	95,390
<b>q(18)</b>						97,272
<b>r(20)</b>						99,154
<b>s(23)</b>						101,112
<b>t(25)</b>						103,071
<b>u(27)</b>						103,689
<b>v(29)</b>						104,307
<b>w(34)</b>						105,559

Solon City School District

Certified Salaries for Employees Hired Prior to 2011-2012 School Year

Years	2017 - 2018											
	Non	B	B+6	B+12	B+18	B+24	M	M+6	M+12	M+18	M+24	M+30
	Degree		(B+9)	(B+18)	(B+27)	(B+36)		(M+9)	(M+18)	(M+27)	(M+36)	(M+45)
0	43,845	47,225	48,005	48,787	49,547	50,332	51,296	51,890	52,657	53,440	54,211	54,983
1	45,547	49,064	49,869	50,683	51,475	52,294	53,299	53,910	54,714	55,520	56,324	57,127
2	47,313	50,974	51,813	52,662	53,483	54,332	55,377	56,018	56,846	57,695	58,529	59,363
3	49,156	52,958	53,837	54,716	55,571	56,460	57,541	58,210	59,071	59,952	60,819	61,683
4	51,067	55,026	55,936	56,851	57,740	58,666	59,789	60,479	61,380	62,293	63,200	64,102
5	53,062	57,174	58,121	59,076	60,000	60,956	62,127	62,852	63,781	64,737	65,680	66,610
6	55,130	59,408	60,394	61,384	62,348	63,344	64,563	65,310	66,281	67,278	68,252	69,226
7	57,283	61,734	62,759	63,786	64,790	65,829	67,088	67,876	68,885	69,913	70,931	71,943
8	59,521	64,150	65,217	66,286	67,331	68,405	69,723	70,537	71,586	72,660	73,716	74,766
9	61,855	66,665	67,775	68,890	69,970	71,096	72,460	73,302	74,397	75,512	76,608	77,706
10	64,276	69,282	70,430	71,595	72,719	73,883	75,307	76,187	77,323	78,480	79,626	80,768
11	66,793	70,857	73,204	74,405	75,579	76,790	78,264	79,178	80,362	81,567	82,758	83,939
12	69,412	74,828	76,076	77,330	78,551	79,803	81,349	82,293	83,523	84,774	86,016	87,251
13					81,638	82,948	84,550	85,537	86,814	88,114	89,398	90,686
14							87,882	88,903	90,233	91,587	92,929	94,263
15										95,201	96,596	97,979
18												99,911
20												101,844
23												103,855
25												105,867
27												106,502
29												107,137
34												108,423

Solon City School District  
 Certified Salaries for Employees Hired Prior to 2011-2012 School Year  
 2018-2019, 2019-2020

Years	Non Degree	B	B+6 (B+9)	B+12 (B+18)	B+18 (B+27)	B+24 (B+36)	M	M+6 (M+9)	M+12 (M+18)	M+18 (M+27)	M+24 (M+36)	M+30 (M+45)
0	44,722	48,169	48,965	49,763	50,538	51,338	52,322	52,928	53,710	54,509	55,295	56,082
1	46,458	50,045	50,866	51,697	52,505	53,340	54,365	54,988	55,808	56,631	57,451	58,269
2	48,259	51,993	52,849	53,716	54,553	55,419	56,484	57,138	57,983	58,849	59,699	60,551
3	50,139	54,017	54,914	55,810	56,682	57,589	58,691	59,374	60,252	61,151	62,035	62,917
4	52,088	56,127	57,055	57,988	58,895	59,839	60,985	61,689	62,608	63,539	64,464	65,384
5	54,123	58,317	59,284	60,258	61,200	62,175	63,370	64,109	65,056	66,031	66,993	67,942
6	56,233	60,597	61,602	62,612	63,595	64,611	65,854	66,616	67,606	68,624	69,617	70,610
7	58,429	62,968	64,015	65,062	66,086	67,145	68,429	69,234	70,263	71,311	72,349	73,382
8	60,711	65,433	66,521	67,612	68,678	69,773	71,117	71,948	73,018	74,113	75,190	76,261
9	63,092	67,999	69,130	70,268	71,370	72,518	73,909	74,768	75,885	77,022	78,140	79,260
10	65,561	70,668	71,839	73,027	74,174	75,361	76,813	77,711	78,869	80,050	81,218	82,384
11	68,129	72,274	74,668	75,893	77,091	78,326	79,829	80,761	81,969	83,198	84,413	85,618
12	70,800	76,325	77,597	78,877	80,122	81,399	82,976	83,939	85,194	86,470	87,736	88,996
13					83,271	84,607	86,241	87,248	88,551	89,877	91,186	92,500
14							89,639	90,681	92,038	93,419	94,788	96,149
15										97,105	98,528	99,938
18												101,909
20												103,881
23												105,932
25												107,984
27												108,632
29												109,280
34												110,591

Solon City School District  
 Certified Salaries for Employees Hired Prior to 2011-2012 School Year  
 2020-2021

Years	Non Degree	B	B+6 (B+9)	B+12 (B+18)	B+18 (B+27)	B+24 (B+36)	M	M+6 (M+9)	M+12 (M+18)	M+18 (M+27)	M+24 (M+36)	M+30 (M+45)
0	45,616	49,133	49,944	50,758	51,549	52,365	53,368	53,986	54,784	55,599	56,401	57,204
1	47,387	51,046	51,883	52,731	53,555	54,406	55,452	56,088	56,924	57,763	58,600	59,435
2	49,224	53,033	53,906	54,790	55,644	56,527	57,614	58,281	59,143	60,026	60,893	61,762
3	51,142	55,098	56,012	56,926	57,816	58,741	59,865	60,562	61,457	62,374	63,276	64,175
4	53,130	57,250	58,196	59,148	60,073	61,036	62,204	62,922	63,860	64,810	65,753	66,692
5	55,206	59,484	60,469	61,463	62,424	63,418	64,637	65,391	66,357	67,352	68,333	69,301
6	57,358	61,808	62,834	63,864	64,867	65,904	67,171	67,948	68,959	69,997	71,009	72,022
7	59,598	64,228	65,295	66,363	67,408	68,488	69,798	70,619	71,668	72,737	73,796	74,850
8	61,926	66,742	67,851	68,964	70,051	71,168	72,540	73,387	74,479	75,596	76,694	77,787
9	64,354	69,359	70,513	71,673	72,797	73,968	75,387	76,264	77,403	78,563	79,703	80,845
10	66,872	72,081	73,276	74,487	75,657	76,868	78,350	79,265	80,447	81,651	82,843	84,031
11	69,491	73,719	76,161	77,411	78,633	79,893	81,426	82,377	83,609	84,862	86,102	87,330
12	72,216	77,851	79,149	80,455	81,724	83,027	84,636	85,618	86,898	88,199	89,491	90,776
13					84,937	86,299	87,966	88,993	90,322	91,674	93,010	94,350
14							91,432	92,495	93,878	95,288	96,684	98,072
15										99,047	100,499	101,937
18												103,947
20												105,959
23												108,051
25												110,144
27												110,805
29												111,465
34												112,803

# REQUEST FOR STUDENT REMOVAL

Name of Student:		Date:	
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Relative to the collective bargaining agreement between the Solon Board of Education and the Solon Education Association, I am hereby requesting the removal of the above student from my class due to repeated student behavior violations. Article XI, Section P states: "Regardless of the cause of any pupil difficulty, no teacher or class is ever required to tolerate any acts of gross misconduct, including flagrant discourtesy, acts of violence, abusive and vile language, and/or deliberate insubordination. Such cases are referred to the principal or his/her designee for action. The teacher may request **in writing** to the principal a refusal of admission of a student to class who repeatedly commits such acts."

**Attach explanation and rationale for request for removal of student. Be sure to include specific incidents and dates.**

Teacher Name (print):			
Teacher Signature:		Date:	

**Administrative Decision and Rationale should be returned along with a copy of this form to the staff member stated above.**

Administrator Name (print):			
Administrator Signature:		Date:	



# GRIEVANCE FORM A

Name of Grievant:			
School Employed:			
Nature of Grievance: (State exactly what happened, when, where, why and what adjustment is being sought)			
Number of professional employees involved	Date of Occurrence		
Witnesses			
Do you wish to be represented at hearing by the Solon Education Association?	Yes		No

Signature of the Aggrieved	Date
----------------------------	------

Copies Sent To:

Original to Principal	
Superintendent	
SEA P.R. & R	
Grievant	

## GRIEVANCE FORM B

Meeting Level:		Date:	
Meeting Attendees:			
Date of Occurrence:		Date Grievance File:	
Nature of dispute, disagreement, or difference (please state all facts: where, when, who, why, and how):			
Grievant's PR&R Committee's Position:			
Administration/Board Position:			
Disposition and Reasons Thereof:			
Grievant and Association informed in writing of disposition on (Date)			

Signature	Date
-----------	------

Copies Sent To:

Original to Principal	
Superintendent	
SEA P.R. & R	
Grievant	

# TUITION EXPENSE REIMBURSEMENT – PART A

Solon City School District

33800 Inwood Road

Solon, OH 44139

Teacher Name:		Grade / Subject:	
School:		Years Teaching Experience:	
Degrees Held:			

Course Number	School	Name of Course	Date

Above course(s) taken for: (please check)

	Advanced Degree				
	Teaching Certificate				
	Administrative / Supervisory Certificate				
	Exposure to new concept, knowledge in my field / level				
	Broadening my background in other fields / levels				
	Refresher				
	Other (please specify:				
Submitted By					
	Approved	Superintendent Signature:		Date:	
	Not Approved	Reason:			

## TUITION EXPENSE REIMBURSEMENT – PART B

Please list course work and amount of payment for each course. Also, make sure that your Tuition Expense Reimbursement (yellow sheet of the 2-part NCR sheet), receipt of payment and **OFFICIAL TRANSCRIPT** are enclosed.

You will be reimbursed one-half the amount of the course(s) that are taken, excluding any fees or books.

Course	College / University	Amount Paid

# REQUEST FOR PROFESSIONAL LEAVE

**OLON CITY SCHOOL DISTRICT**

**33800 Inwood Road**

**Solon, OH 44139**

Employee:		Date of Request:	
Building / Department:			

Note: Request must be forwarded to assistant Superintendent at least three weeks prior to the Board of Education meeting.

Meeting / Conference:			
Meeting Sponsored By:			
Dates:		Location:	
Purpose / Objectives			

Attendance Requested By	<input type="checkbox"/> Teacher	<input type="checkbox"/> Administration	<input type="checkbox"/> Other:
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Substitute Needed?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

<input type="checkbox"/> Full Day	<input type="checkbox"/> Partial Day
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## Recommended Approvals for Professional Leave

Principal	Assistant Superintendent
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## Expenses

	Estimated	Prepaid Actual	Reimbursed Actual	Approvals for Actual Expenses
Registration				Employee
Lodging				
Transportation (miles ____ x \$.565)				
Meals				Principal
Other (explain)				
Total				Superintendent / Designee

Expenditure Code: \_\_\_\_\_

For Treasurer's office use only:

White: Treasurer's Office

Yellow: Building Administrator

Pink: Employee

Gold: Asst. Superintendent

# SABBATICAL LEAVE AGREEMENT

I, \_\_\_\_\_ am agreeing to a sabbatical leave for the \_\_\_\_\_ school year. In accordance with the negotiated agreement between S.E.A. and the Board of Education at the completion of my sabbatical leave I am obligated to return to my position for a period of not less than one school year unless causes beyond my control prevent my return to service. If I do not return to my position, I will be responsible for reimbursing to the school district all salary paid to me during my sabbatical leave. I understand that I may purchase, at cost, all fringe benefits in effect during this leave.

I further understand that I will be placed in my same or similar position upon my return to work and that I will accrue experience credit during that time. Furthermore, no tuition reimbursement will be paid by the Board of Education for courses taken while I am on sabbatical leave. I will at the end of my sabbatical leave submit a statement of achievement to the Superintendent.

I am signing this agreement with the understanding that it is in full compliance with the negotiated instrument between the Board of Education and S.E.A.

---

Signature

---

Date

# EDUCATIONAL IMPROVEMENT APPLICATION FORM

# CONTINUING CONTRACT REQUEST

Each fall the administration needs to compile a list of all teachers that wish to be considered for tenure. All teachers on a one year limited contract need to complete this form. Failure to complete this form disqualifies the staff member for consideration of tenure. Our contract requires at least three evaluations prior to granting a continuing contract. Please review the following requirements and complete the form. Sign and return both copies of the form to your building principal by September 15. Your principal will sign both and return one copy to you. Please keep that copy with all other important papers.

## REQUIREMENTS FOR A CONTINUING CONTRACT (tenure)

For teachers licensed before January 1, 2011, the teacher must hold one of the following licenses: professional educator, senior professional educator or lead professional educator.

- If the teacher did not hold a master's degree at the time the initial license was issued, the teacher must have completed 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since that initial license was issued.
- If the teacher held a master's degree at the time the initial license was issued, the additional coursework requirement is six hours of graduate coursework.
- For those teachers holding a professional, permanent or life certificate, the teacher must have completed at least three years of service in the district and an additional 30 semester hours of coursework in the area of certification or in an area related to the teaching field.
- If the teacher had been awarded a continuing contract elsewhere, the service requirement is reduced to two years. The service requirement is three years in the district unless the teacher had attained continuing contract status elsewhere, in which case the service requirement is reduced to two years.

For teachers licensed on or after January 1, 2011, requirements for the continuing contract include the following:

- The teacher holds a professional educator, senior professional educator or lead professional educator license.
- The teacher has held an educator license (other than a substitute teaching license) for at least seven years.
- For a teacher not holding a master's degree at the time of initial licensure, the teacher must have completed 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial license was issued.
- For a teacher holding a master's degree at the time the initial license was received, the teacher must have completed six hours of graduate coursework in the area of licensure or in an area related to teaching since the initial license was issued.

Please check one of the following responses.

- \_\_\_\_\_ 1. I will not be eligible for a continuing contract.
- \_\_\_\_\_ 2. I do not wish to be considered for a continuing contract.
- \_\_\_\_\_ 3. I may be eligible for a continuing contract. (Select this option if you are currently working on your Professional Certificate, but are not sure if you will complete the needed coursework in time to meet the July 15 deadline.)
- \_\_\_\_\_ 4. I will be eligible for a continuing contract.

If you selected option 3 or 4, please complete the following.

\_\_\_\_\_ My Professional Certificate is on file with the Board Office.

\_\_\_\_\_ I anticipate my Professional Certificate will be issued on \_\_\_\_\_  
(Date)

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Teacher Signature:

Date:

---

Principal Signature:

Date:



# ACCEPTABLE TECHNOLOGY USE POLICY

## SOLON CITY SCHOOLS

Technology is playing an increasingly important role in education, and when used appropriately, can significantly enhance educational opportunities for students, staff and the community. Unrestricted Internet access is now available to students and teachers of Solon City Schools. The Internet offers vast, diverse and unique resources to both students and teachers and proper use of the Internet is encouraged. This Acceptable Technology Use Policy applies to situations where any person or persons utilize the technology resources at Solon City Schools.

The following principles have been adopted to insure that users of the technology resources at Solon City Schools comply with the Acceptable Technology Use Policy.

### Authorized uses of the technology resources include:

1. Learning activities to facilitate Solon City Schools' instructional objectives.
2. Research conducted in support of educational or research programs authorized by Solon City Schools.
3. Utilization by specifically authorized persons for the administration of Solon City Schools and its programs.
4. Communications between faculty, staff and students containing messages or information, the content of which is not in conflict with this policy.

### Unauthorized uses include:

1. Any utilization infringing on the rights or liberties of another.
2. Illegal or criminal use of any kind.
3. Utilization involving communications, materials, information, data or images prohibited by legal authority as obscene, pornographic, threatening, abusive, harassing, discriminatory, anti-social or in violation of any other Solon City Schools' policies.
4. Accessing, viewing, printing, storing, transmitting, disseminating or selling any information protected by law or subject to privilege or an expectation of privacy.
5. Utilization that causes or permits materials protected by copyright, trademark, service mark, trade name, trade secret, confidential or proprietary data and information statutes, or communications of another, to be uploaded to a computer or information system, published, broadcasted or in any way disseminated without authorization of the owner.
6. Any attempts to access any resources, features, contents or controls of the technology resources that are restricted, confidential or privileged.
7. Utilization of resources causing damage to or altering the operation, functions or design of the technology resources or content.
8. Granting access to persons not authorized to use the technology resources of Solon City Schools, either by intentional action such as disclosure of account information or unintentional action such as failure to log off.
9. Commercial, profit-motivated or partisan political use.
10. Utilization requiring privacy of any kind for any purpose.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. With access to the Internet comes the availability of material that may not be of educational value and is clearly not appropriate or authorized by this policy. To monitor compliance with this policy, communications and information accessed by the authorized user is subject to random monitoring by Solon City Schools. Consequently, as an authorized user, it is understood that any expectation or right of privacy in communications, data, programs or other personal information stored, displayed, accessed, communicated, published or transmitted is waived.

It is further understood that violation of this policy may result in revocation of utilization privileges and/or administrative discipline and could lead to criminal prosecution.

I have carefully read, understand and agree to comply with the Solon City Schools' Acceptable Technology Use Policy. I understand that I am personally responsible for acts or omissions in connection with utilization in derogation of this policy. I further understand that violation of this policy may result in loss of user privileges, administrative discipline and may constitute a criminal offense.

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Employee Name

---

Date

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