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# **MASTER CONTRACT**

*BETWEEN THE*

**MILTON-UNION  
EDUCATION ASSOCIATION**

*AND THE*

**MILTON-UNION  
EXEMPTED VILLAGE SCHOOLS**

**Effective:  
July 1, 2017  
through  
June 30, 2019**



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**ARTICLE I - ORGANIZATIONAL RIGHTS**

**SECTION 1 – RECOGNITION**

- A. The Milton-Union Board of Education, hereinafter referred to as the "Board" recognizes the Milton-Union Education Association, affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive representative of all bargaining unit members as defined in paragraph B below.
  
- B. For purposes of recognition, the "Bargaining unit" shall include all certificated/licensed teachers, guidance counselors, speech and hearing therapists, librarians, nurses, and long-term substitutes.
  - 1. A "long-term substitute" is a certificated/licensed classroom teacher working a minimum of 60 consecutive days for the Board. Long Term Substitutes become bargaining unit members upon the completion of 60 consecutive days of work in the same assignment.
  - 2. Excluded from the unit are substitute teachers, athletic director, psychologist, and administrators.
  - 3. Teachers who teach one-half time or more shall be included in the bargaining unit.
  
- C. Both parties agree that all members of the bargaining unit have the right to join, participate in and assist the Association and the right to refrain from such without intimidation or coercion.
  
- D. This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to terms and conditions of employment for members of the bargaining unit.

**SECTION 2 - ASSOCIATION**

- A. Association Rights

The Association shall be entitled to these exclusive rights:

- 1. Purchase for installation in the faculty lounges, bulletin boards for exclusive use of Association business.
- 2. Announcements at the end of faculty meetings.
- 3. Use of public address systems for Association announcements according to building procedure.
- 4. Distribution of Association bulletins to teachers according to normal building procedure.

5. The Association building representatives will have permission to use school equipment for purposes of internal business of the Association only. Any cost of damage or breakage of such equipment will be borne by the Association. Supplies will be furnished by the Association.
6. The Association shall receive an advance copy of the Board meeting agenda, prior to the Monday meeting. Such agenda shall be available to the Association on Friday prior to the Monday meeting.
7. The names and addresses of the newly employed certified/licensed employees will be requested and provided to the Association in June and prior to the beginning of the ensuing school year.
8. The Association may participate in the initial orientation meeting for new certified/licensed employees if such a meeting is held.
9. The Association shall be serviced by the Board's inter-school mail system including pickup and delivery and use of individual school mailboxes, including the use of employer provided technological tools.
10. The Association shall distribute a copy of this contract to all certified/licensed employees. The cost of producing and distributing this contract shall be shared equally between the Board and the Association.

Nothing shall be written into this agreement to restrict or deny to any employee of the Board and/or instructional staff individual rights provided by law.

1. Fair Practice Clause

The board shall not discriminate against any protected class employee.

2. No reprisals of any kind shall be taken by or against any participant in any legal Association activity with the administration or the Board by reason of such activity.
3. Individuals may present their views and recommendations to the Board at regularly scheduled meetings of the Board or in conference with the Superintendent or his/her designated representative.

#### B. Management Rights

Unless the Board agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117.08 of the Revised Code impairs the right and responsibility of each public employer to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public

employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The Board is not required to bargain on such subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of any existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

### **SECTION 3 – The Professional Concerns Council**

- A. The Superintendent or his/her designee shall continue to make every endeavor to keep the professional staff and/or the Association President advised as to issues he/she feels may tend to significantly affect the professional staff.
- B. The Superintendent and/or designee shall meet at least once a month with the representatives of the Association, if requested by either party, at mutually convenient times to discuss matters of mutual concern outside of the negotiated contract. This group of educators shall be known as "The Professional Concerns Council". The Professional Concerns council shall consist of administrators appointed by the Superintendent and teachers appointed by the Association which could include non-members. The maximum number of Professional Concerns Council members shall be ten (10), and shall consist of an equal number of administrators and teachers. The agenda shall be built through a mutual agreement by the Superintendent and representative of the Association. In order to promote a free exchange of views, the Professional Concerns Council (PCC) may make recommendations regarding modifications to the collective bargaining agreement

and the possible resolution of matters related to grievances. Recommendations shall be in writing and submitted to the MUEA President/Agent and the Superintendent/designee for consideration and potential ratification by both parties. All matters discussed in such meetings shall be considered confidential by all parties unless otherwise noted in the meetings.

#### **SECTION 4 - PAYROLL DEDUCTIONS**

Deductions shall be provided without cost to employees for the following purposes.

A. Dues

(MUEA, WOE, OEA, NEA)

B. Deductions of Dues

Deductions of dues shall begin with the first paycheck in October and be equally divided over a total of twenty (20) paychecks. The Association shall provide the Treasurer with a list of those employees who will participate in payroll deductions not later than ten (10) working days prior to the first pay in October.

C. Credit Union

1. Credit Union deductions are limited to “Greater Miami Community Federal Credit Union.”

2. Credit Union withholdings will be forwarded at the close of each pay period.

D. Tax Sheltered Annuities and Other Insurance Programs

There will be payroll deductions of equal amounts throughout the year. After receipt of the annuity billings, withholdings will be mailed to the annuity companies within five (5) working days.

There shall be a minimum of five (5) employees for a particular insurance or annuity via payroll deductions. If at any time, the number of enrollees for any one insurance or annuity drop below five (5) employees, at the option of the Board, the payroll deduction for that insurance or annuity may be deleted at the end of the fiscal year as a payroll deduction. A minimum of five (5) enrollees is required for any new insurance or annuity to become payroll deductible.

A written notification will be mailed to those remaining enrollees of any insurance or annuity plan to be dropped from payroll deductions as a result of enrollment falling below five (5) employees. The withdrawal of the insurance or annuity plan will take place thirty (30) days after written notification.



Those unit members desiring annuity deductions or changes thereof, must contact the Treasurer's office, in writing, prior to the pay preceding 1<sup>st</sup> pay of odd month. Such deductions shall continue from year to year until said unit member gives written notice to the Treasurer that such deductions be discontinued.

- E. Fund for Children and Public Education

### **SECTION 5 - PAY PROCEDURE**

- A. Payment of salary shall be bi-weekly (26 or 27 pays) and regular salaries shall be in equal installments. The salary of the employee shall begin at the time he/she reports for duty.
- B. Annual salaries for teachers shall be adjusted to 26 or 27 equal installments, with salary paid by direct deposit on Friday of scheduled payday. Notice of deposit may be received by email.

## **ARTICLE II – TEACHING CONDITIONS**

### **SECTION 1 - FACULTY ADVISORY COMMITTEE**

- A. A Faculty Advisory Committee (FAC) shall be established in each school which shall meet monthly to discuss and to make recommendations with respect to professional concerns. The agenda shall be established by the members of the committee.
- B. The members of the FAC shall be appointed by the Association with the Principal serving as an ex-officio member. In no event shall the number of members exceed nine (9). Each grade/department, special area, and title program shall have representation.

Membership or non-membership in the Association shall not be a prerequisite to voting or to serving on the FAC. The chairperson of the FAC shall be elected from the members of the committee.

### **SECTION 2 - INTERNAL SUBSTITUTION**

Every reasonable effort shall be made to acquire or recruit substitutes for absent teachers. A regularly employed teacher will not be required to cover for an absent teacher.

#### **ELEMENTARY SUBSTITUTE COVERAGE**

When a substitute teacher is not available to provide services and an elementary class(es) must be split among the other available elementary grade level teachers, those elementary grade level teachers who agree to provide substitute coverage and subsequently receive additional students for the day will be paid a \$30.00 stipend (gross).

## HIGH SCHOOL AND MIDDLE SCHOOL SUBSTITUTE COVERAGE

High school and Middle school teachers shall continue to receive compensation in the amount listed on the supplemental salary schedule when they agree to provided substitute coverage during their regularly scheduled preparation and planning period. (See Addendum B.)

### **SECTION 3 - PERSONNEL FILES**

Materials in the personnel files of a member of the bargaining unit must be job related.

Employee records that are considered Public Records per the Ohio Revised Code or Freedom of Education Act will be provided to the public upon request. Employees will be notified should a Public Record request be made of their file.

The unit member may request a copy of any and all materials in his/her personnel file. Costs associated with duplication of material shall be borne by the employee.

When an administrator finds it necessary to make a notation in an employee's file, the employee shall be notified and afforded an opportunity to read such notation prior to placement in the file. The employee shall acknowledge that he/she has read such notation by affixing his/her signature on the document filed. The employee also shall have the right to submit a written rebuttal to such notation and his/her written rebuttal shall be attached to the file copy.

Any unit member who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request the Superintendent or his/her designee to conduct an investigation which, if found to be inaccurate, or irrelevant, shall be removed from the employee's file.

Any complaint by a parent or any member of the public concerning an employee shall not be placed in the employee's file prior to following Board rules and regulations and this Agreement.

Any file kept by the administration and/or supervisor anecdotal or otherwise shall be governed by the provisions of this Article.

Anonymous letters will not become part of the personnel file.

A teacher may submit letters of merit which will be placed in his/her personnel file.

### **SECTION 4 - SCHOOL CALENDAR**

A representative team (Superintendent, MUEA President, 1 administrator and 1 teacher per building) shall prepare the successive year's calendar by January 15 and submit to the Board of Education for adoption.

Any adjustment to the school calendar shall be done so only after consultation with the Association. The teacher's last work day ending on a Monday shall cause the Association

President and Superintendent to meet and, if desired, mutually agree on an alternative date for Monday.

### **SECTION 5 - CONTRACT YEAR/REGULAR WORK DAY**

- A. The standard contract year for teachers on full-time teaching contracts shall consist of not more than 183 days.

The standard work day for full-time teachers shall be seven and one-half (7 1/2) hours inclusive of a thirty (30) minute duty-free period.

- B. The teachers' standard work day shall include one-half hour prior to or after the end of the student school day. On days that students do not request help and professional meetings are not called, teachers are free to leave after the departure of the buses. Building principals shall develop in writing, and make available to the particular staff members, a policy to provide supervision for students arriving earlier than the beginning of the teachers' work day and remaining after the end of the teachers' work day, so as not to be disruptive of teacher planning time.
- C. All full-time teachers at the secondary level shall be provided with at least one (1) period daily for instructional planning and conferences. All full-time teachers at the elementary level shall be provided with at least two hundred (200) minutes for each full week for instructional planning and conferences.
- D. All full-time teachers shall have at least thirty (30) minutes of uninterrupted, duty-free time for lunch or other unspecified reason. Such thirty (30) minutes will not be part of planning or preparation time, nor shall it cause an extension of the school day.
- E. Teachers (Kindergarten and 1st grade) requested to report for work beyond the 183 days shall be granted prorated compensatory time. Application for the use of this compensatory leave must be submitted on the proper leave form.
- F. Employees who have coaching or extracurricular activities following the end of the school day, shall be in attendance at scheduled parent teacher conferences, unless there is a scheduled competition at that time. If a competition is scheduled during this time, coaches/employees will work with their building principal to reschedule conference time. Conference time shall be rescheduled no later than seven (7) workdays after the originally scheduled conference date.

### **SECTION 6 - STUDENT TEACHER**

- A. No employee shall be assigned a student teacher without his/her prior consultation and acceptance.
- B. Upon his/her request, the employee considering the acceptance of student teacher supervision shall be given the opportunity to review the agreement between the

Superintendent and the student teacher's college/university. A copy of that agreement will be provided to the teacher.

- C. Student teacher stipends, paid to the district by the college/university, shall be passed through to the supervising teacher in full, minus required deductions.

#### **SECTION 7 - REPORTING PROCEDURE IN CASE OF ABSENCE**

All calls for substitute teachers shall be made in accordance with procedures drawn up by the building principal or supervisor. Principals or supervisors have the responsibility of informing teachers under them of these procedures.

Teachers who have been absent shall attempt to inform their principals or supervisor one-half (1/2) hour prior to the end of the school day if they do not intend to return to duty the following day.

#### **SECTION 8 - ABSENCE FROM BUILDING DURING SCHOOL HOURS**

An employee may leave the building, during such time that he/she does not have assigned duties, after notifying the building principal's office.

#### **SECTION 9 - COMPLAINTS AGAINST TEACHERS**

##### **A. Informal Procedure**

Complaints against certified/licensed employee shall be handled as follows:

1. A complaint concerning any certified/licensed employee received by a school board member shall be referred to the Superintendent.
2. The Superintendent or principal may inform the individual staff members in conference or in writing of the complaint and the name of the complaining party.
3. If the Superintendent informs the building principal rather than the staff member(s) the building principal will inform the staff member(s), of the complainant and the complaint and offer opportunity to settle the complaint.

##### **B. Formal Procedure**

If the complaint cannot be settled informally, the complaint shall be reduced to writing by the complainant, and the following procedure shall be used.

1. At the request of the complainant, staff member(s) or principal, a meeting of the staff member(s), principal and complainant will be arranged at a mutually convenient time to discuss the complaint.

2. If the complainant is not satisfied with the results of the meeting, the complainant shall be directed to the Superintendent or his/her designee.
  3. If the complainant is not satisfied with the results of the meeting with the Superintendent or his/her designee, the complainant shall be granted the privilege of a hearing before the Board or its designee. The staff member(s) shall have the privilege of attending this meeting with representation.
- C. Teacher Communication

Complaints against teachers that have not been communicated to the teacher shall not be made a matter of record.

### **SECTION 10 - LESSON PLANS**

Weekly required lesson plans prepared by each certified/licensed teacher will be kept in the classroom, and such plans will be available for review by the appropriate administrator, on the teacher's desk.

Lesson plans shall consist of:

1. Grade level or subject area
2. Existing State Standards, Benchmarks and/or Indicators. In courses where State Standards, Benchmarks and/or Indicators do not exist, lesson plans will include Course of study objectives.
3. Class activities
4. Assignment.

SEE ADDENDUM H – TEACHER EVALUATION PROGRAM for a sample lesson plan template.

## **ARTICLE III - TEACHER CONTRACTS**

### **SECTION 1 - TEACHER CONTRACTS**

There are two types of Teacher Contracts- Limited Contracts and Continuing Contracts.

A Limited Contract is a contract for a specified term of years.

A Continuing Contract is a contract that remains in effect until the teacher resigns, elects to retire, or until it is terminated or suspended.

## **SECTION 2 - PROBATIONARY PERIOD**

- A. Each newly hired teacher shall serve a probationary employment period with the Board for four consecutive full school years of full-time employment. During the probationary period, such teacher shall receive contracts for no longer than one (1) school year.
- B. The Board may declare its intention not to employ a teacher who is serving a probationary period, by giving the teacher written notice of such intention on or before the first day of June in the calendar year in which the teacher's current contract expires. If the Board does not give the teacher written notice on or before said first day of June of its intention not to re-employ the teacher, the teacher is deemed re-employed either:
  - 1. Under a Limited Contract for one year, or
  - 2. Under a Continuing Contract, if such teacher meets the license requirements.

## **SECTION 3 - CONTINUING CONTRACT ELIGIBILITY**

- A. A teacher shall become eligible for a Continuing Contract after:
  - 1. Serving a probationary period without having received a timely written notice of non-renewal or non-reemployment (synonymous terms) as described in the above Section 2 Paragraph B, and
  - 2. Holding the license requirements for a Continuing Contract.
- B. A teacher may also receive a Continuing Contract, without having served all or part of a probationary period, if the teacher meets the license requirements and is recommended for a Continuing Contract by the Superintendent.

## **SECTION 4 - EFFECT OF SERVING A PROBATIONARY PERIOD**

Any teacher who serves a probationary period without having received a timely notice of non-renewal or non-re-employment, shall not thereafter be subject to being non-renewed or non-re-employed.

## **SECTION 5 - SUPPLEMENTAL CONTRACTS**

The Board shall enter into a supplemental written contract with each teacher who is to perform duties in addition to the teacher's regular teaching assignment. Such supplemental contracts shall be limited contracts but shall be considered terminated at the end of the contract.

Supplemental contracts shall set forth the Teacher's duties and shall specify the salary to be paid for this service.

When a supplemental contract position is declared vacant, such vacancy shall be posted for five (5) school days prior to the position being filled. Exceptions to the time limit for posting can be

made if it is mutually agreed that an emergency exists. Consideration for filling supplemental contracts shall be given in the following manner and order:

1. Qualified certified/licensed staff member in the District.
2. Qualified certified/licensed staff members outside the District.
3. Qualified non-certificated/non-licensed individuals.

## **SECTION 6 - VACANCIES, PROMOTIONS AND EMPLOYMENT**

All appointments are made upon the recommendation of the Superintendent.

The Superintendent shall provide for the promotion of employees as described in the immediately following paragraph by establishing procedures for identification, careful appraisal of performance and for the development of leadership potential.

Current staff members shall be given first consideration in filling vacancies for the positions of visiting teachers, supervisors, coordinators, directors, principals, or for any new position in which a salary differential is included. Staff members interested in advancement or change should make known to the Superintendent, in writing, their interests and qualifications for the desired positions.

All appointments will be made without discrimination in regard to protected classes or marital status. Vacancies occurring in the school district shall be posted in each building according to the following regulations:

1. All administrative positions shall be posted as they occur.
2. Vacancies of the certificated/licensed staff which are to be filled for the ensuing academic year shall be posted as they occur.
3. Supplemental vacancies shall be posted as they occur.
4. Any member of the staff wishing to be notified by mail of any vacancy that occurs during the summer shall submit to the designee of personnel a self-addressed, stamped envelope for each posting requested.
5. During the school year, notice of all openings shall be posted in each building as well as in the office of the Board. In the event that a vacancy occurs during the summer vacation period, a copy of said notice will be transmitted to the Association President or his/her designee. Posting of openings shall include notice of the requirements of training and experience which are the basics of employment for any vacancy.
6. All appointments will be made without discrimination in regard to race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

## **SECTION 7 - EMPLOYMENT OF RETIRED TEACHERS**

- A. If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article shall apply to the employment of these individuals.
- B. Upon reemployment the Board may grant up to ten (10) years of experience for service credit to each rehired retired teacher and shall place them on the proper training column according to their degree or educational status.
- C. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of years of service or certification/license held.
- D. Each one (1) year contract shall automatically expire upon the completion of the year. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- E. Subject to these provisions, re-employed teachers are part of the bargaining unit and enjoy all benefits of this agreement except rehired retirees shall not be eligible for severance under Article VI, Section 3.
- F. No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to this negotiated agreement.
- G. Pursuant to the authority provided by ORC 4117.10 and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio Law, the issues addressed in this provision shall supersede the statutory law of Ohio pertaining to this issue.

## **SECTION 8 - JOB SHARE**

### **A. Definition**

This section shall establish the duties and responsibilities of one specific teaching assignment being voluntarily shared equally by two (2) employees for a specific length of time. No more than two (2) employees may share a single specific teaching assignment.

### **B. Criteria to be eligible for Job-Sharing request:**

- 1. Teacher(s) must have completed no less than two (2) full time, standard contract years of service in M-U schools. Job-sharing will not be considered for grades 1 and 2.
- 2. Child-care/Child-Rearing
  - a) Request must be no less than 1 full school year.
  - b) Request must occur by March 1 of the academic year.



3. Family member situation requiring care/monitoring
  - a) Request must be for no less than 1 full school year.
  - b) Request must occur by March 1 of the academic year.

There is no obligation on the part of the Superintendent to approve employees' requests.

C. Obligations to Job-Sharing teachers

1. Both teachers shall be jointly responsible for:
  - a) IEPs
  - b) Classroom preparation and closing
  - c) Field trip supervision
  - d) Lesson planning & coordination
  - e) Daily communication
  - f) Ordinary building-assigned duties
2. Both teachers shall attend:
  - a) Teacher work days
  - b) 1st and last student days
  - c) In-service days/Waiver days
  - d) Open house(s)
  - e) Regularly schedule Parent-Teacher Conferences
  - f) When job sharing teachers are required to attend full day sessions, they shall each be compensated at their regular full time per diem rate.
3. At least one of the two teachers shall attend:
  - a) Staff meetings
  - b) Committee meetings (if assigned)

D. Restrictions:

Job-sharing shall not be implemented for purposes of:

1. Avoiding the filling of a full-time position;
2. Covering work of employees on RIF; or
3. Achieving a reduction in benefits.

E. Salary:

Each Job-Sharing teacher shall receive a pro-rated salary, equal to one-half of their placement on the salary schedule.

Unless otherwise provided by law, each two (2) years of job sharing by certificated/licensed employees shall count as one (1) year toward salary placement experience.

F. Insurance:

Insurance payments will be as stated in the current negotiated contract.

- G. Leaves:  
Employees working in such positions shall receive a pro-rated amount of leave benefits.
- H. Seniority:  
Both staff members shall receive ½ year of seniority for each year worked.
- I. Interim Teachers Contract:  
Shall be handled via RIF provisions, if the Job-Sharing teachers return to a full-time position. Interim teachers will be notified of status.
- J. Renewal of Job-Sharing arrangement:  
Individuals presently in a job-sharing arrangement who wish to continue the following year must notify the Superintendent by March 1 of the current academic year.
- K. Expiration of Job-Sharing arrangement:  
Any Job-Sharing arrangement shall be considered expired on the last teacher's work day of the current year unless mutually agreed upon to extend, with or without changes, into the next year.
- L. Return from Job-Sharing arrangement to full-time position:  
The right to return to a full-time job shall be covered by seniority.
- M. Termination of this program  
May occur if it is determined that Job-Sharing is not in the best interest of the students.

## **ARTICLE IV - TRANSFERS AND CHANGES IN ASSIGNMENT**

### **SECTION 1 - TRANSFERS**

#### A. Voluntary Transfers

A request for transfer of a teacher from one building, subject, or a grade level, to another may be made by the teacher and shall be submitted in writing to the designee in charge of personnel. Such request initiated by a teacher shall be assured of consideration only when it is filed on or before April 30, for the following year. Requests for transfer will be based on individual qualifications, instructional requirements, and staff availability. Where the foregoing factors are substantially equal, the preference in the transfer shall be given to the applicant with the greatest number of years of service in the Milton-Union School System.

All requests will remain until withdrawn by the teacher or removed when an opportunity for a reassignment has been refused by the teacher. Upon request a teacher not granted a transfer shall be given the reasons in writing.

B. Involuntary Transfers

Transfers may also be made upon the initiation of the Superintendent or the appropriate member of his/her staff for a reason(s) which, in their judgment, will serve the best interests of the schools. However, transfers shall not be in an arbitrary or capricious manner and no teacher shall be involuntarily transferred more than once in a two-year period. Prior to an involuntary transfer, a consultation shall be made with the teacher, and, upon request, the reasons for the transfer will be provided in writing.

**SECTION 2 - CHANGE IN ASSIGNMENT**

All certificated/licensed staff members shall be given their tentative class and/or subject assignment and building assignment for the next school year at least two weeks, if possible, prior to the completion of the current school year. At the teacher's request, the administration shall be responsible for moving material, equipment and supplies of the transferred teacher to his/her new assignment.

Attempts will be made to notify and discuss with any teacher affected by departure from his tentative assignment as soon as the need for such a departure becomes known. Upon request, such teacher shall be given written reasons for the departure from his tentative assignment.

**ARTICLE V - REDUCTION IN PROFESSIONAL STAFF WORK FORCE**

When it becomes necessary to reduce the number of teacher positions, the following reasons for the reduction shall apply.

- Decline in student enrollment.
- Return to duty of regular teacher after leave of absence.
- Suspension of schools, or territorial changes affecting the district.
- Financial considerations

The following procedures shall apply:

- A. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force.

Attrition alone may not be sufficient to accomplish necessary reductions.

- B. Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended will be chosen as follows;

1. SENIORITY Defined as:

All teachers in the bargaining unit will be placed on seniority lists in each teaching field for which they are certificated/licensed, giving first preference to teachers who prior to July 1, 2014 were granted continuing contract status pursuant to RC 3319.11 and second preference to teachers who are granted continuing contracts pursuant to Article III of this contract. Seniority is defined as the length of continuous service in the District's schools. Seniority will not be interrupted by authorized leaves of absences.

2. Reductions in any area of certification/licensure will be made in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The parties agree that the proper interpretation of the phrase give preference to teachers on continuing contracts means that teachers on a Limited Contract in a teacher field affected are suspended before any teachers on a Continuing Contract, in the same teaching field, are suspended. When making a decision between teachers who have comparable evaluations, reductions shall be made first from the bottom of the seniority list for that area of certification/licensure.

A teacher affected by RIF may elect to displace a less senior teacher with the last three (3) years of comparable evaluations in another area of certification/licensure, provided he/she has taught in the second area of certification/licensure, for at least 120 days in the five (5) calendar years immediately preceding the scheduled reduction, or agrees to take a three (3) semester hour academic refresher course during the ensuing summer or first semester of the ensuing academic year.

3. If two or more teachers have the same length of continuous service, seniority will be determined by:
- a) The date of the Board meeting at which the teacher was hired, and then by;
  - b) The date the teacher signed his initial limited contract in the district;
  - c) The date on which the teacher submitted the first completed job application within the two-year period preceding the effective date of the teacher's first teaching contract with the Board, if the date is available;
  - d) If any ties remain after (1), (2), and (3), they will be broken by lot.

C. Teachers with continuing contracts who are on the recall list will have the following rights:

1. The names of teachers, whose contracts are suspended due to a reduction in force, will be placed/retained on a recall list for up to 24 months from the date of the reduction.

2. No new teachers will be employed by the Board while there are teachers on the recall list who are certified/licensed for the vacancy and have either (1) taught for at least 120 days in the area of certification/licensure, in which the vacancy exists during the five (5) years preceding the reduction, or (2) have taken, or agree to take, a three (3) semester hour academic refresher course in the area of certification/licensure, during the period he/she was on the recall list, or during the ensuing summer, or during the first semester of the ensuing academic year. The Superintendent may waive the requirements in 3a.
3. Teachers on the recall list who have comparable evaluations will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed, provided they have either (1) taught in that area of certification/licensure, for at least 120 days during the five (5) years preceding the reduction, or (2) agree to take a three (3) semester academic refresher course in the area of certification/licensure, during the ensuing summer, or the first semester of the ensuing academic year.
4. If a vacancy occurs, the Board will phone, make personal contact or send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address and telephone number. Teachers shall respond to the District Office within ten (10) calendar days. Any teacher who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.
5. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he enjoyed at the time of layoff. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pay the group rates for such benefits.
6. Limited contract teachers shall not be placed on the recall list and do not have recall rights.
7. For the purposes set forth above comparable shall be defined as a three-year average of the numerical scores assigned to the following final summative evaluation rating.
  - Accomplished = 4
  - Skilled = 3
  - Developing = 2
  - Ineffective = 1

## ARTICLE VI - SALARY AND FRINGE BENEFITS

### SECTION 1 – SALARY

- A. The 2017-18 salary schedule shall be modified as follows;

The base salary shall be increased by 2.5 % and shall be \$36,931.

The 2018-19 salary schedule shall be modified as follows;

The base salary shall be increased by 2.5 % and shall be \$37,854.

All employees who were frozen during the 2011-2014 contract and suffered at least a three (3) year loss of step advancement shall be advanced one (1) step on the salary schedule in the second year of this agreement. This step advance will be in addition to the annual experience step movement and will be considered a restoration of a lost step.

All employees shall be advanced one (1) step annually on the salary schedule.

- B. Compensation for "part-time" elementary teachers will be pro-rated on a percentage basis of time required. Compensation for "part-time" secondary teachers will be pro-rated on a percentage basis according to the class periods required. All teachers on a .50-time basis or greater shall be granted proportionate planning and counseling time.
- C. Personnel on an index contract will have their salaries, including supplemental salaries, adjusted with any change in the teachers' salary schedule.
- D. Teachers who have earned additional college credit which would entitle them to a higher salary classification must submit to the Superintendent or his/her designee an official college/university transcript of the completion of additional credit. Notification of additional training prior to September 15 and January 15 shall cause advancements on the salary schedule for those teachers the following month.
- Undergraduate credit must be approved by the LPDC. Denial shall not be for any arbitrary or capricious reason(s).
- E. Years of service means all years of full-time teaching in public schools, regardless of training, and up to five (5) years of military service. A full year of credit will be given only for 120 days or more of teaching under contract, and for eight (8) continuous months or more of active military service.
- F. Teachers newly employed in the district shall be granted up to and including ten (10) years of public school teaching service elsewhere, including up to five (5) years of military service.
- G. All teachers will be placed on their proper training column according to their degree or educational status.

- H. The teacher work year is 183 days.
- I. Certificated/licensed, employees holding supplemental contracts will be paid in the approximate middle and upon completion of duties.

Those Duties Spanning an Academic Year – 1<sup>st</sup> pay of January and 1<sup>st</sup> pay of June.

Choir	
Band Director	
Assistant Band Director	
All Special Education Contract Holders	
All Club and other Activity Advisors	
Summer Physical Fitness:	2nd August pay & 1st September pay
Summer Library Duties:	In the payroll immediately following the submission of the time sheet.
Summer School:	1st July pay and last day of Summer School
Dramatics:	At completion of duties Play Director Assistant Play Director
Fall Sports	(Coaches, Cheerleader Advisors, Color Guard Advisor 1st October pay and 2nd November pay
Winter Sports	(Coaches, Cheerleader Advisors): 2nd January pay and 2nd March pay
Spring Sports	(Coaches): 2nd April pay and 1st June pay

- J. Whenever an assistant/shared supplemental vacancy is not filled or either person does not complete the position, the salary designated for the position will be paid to the person fulfilling those responsibilities providing the need is approved by the building principal.
- K. The administration shall determine whether to fill the supplemental positions set forth in Addendum B to this Master Contract, taking into consideration the number of students who wish to participate in the activity.

## SECTION 2 - INSURANCE

### A. Health Insurance Options

The Board will provide prescription drug insurance coverage and hospitalization – surgical and major medical plan for each full-time member of the staff who desires it and is eligible. The benefits of such plan are shown in Addendum C.

#### 1. PPO

Employee contributions for both single plan and family PPO plan shall be 20% of the premium throughout the term of this contract.

Part-time staff may acquire the same insurance protection by paying the prorated premium represented by the portion of day not worked by them.

#### 2. HEALTH SAVINGS ACCOUNT (HSA) (optional)

The board shall establish, through payroll deduction, an HSA account for each employee who is enrolled in a High Deductible Plan (HDP). The board shall contribute \$1,000 annually for single and \$2,000 annually for family. District contributions shall be made semi-annually in January and July. Employees may make additional contributions through payroll deduction to the HSA. Employee contributions cannot exceed limitations established by the IRS. See Addendum “C” for coverage.

Employee contributions for both single plan and family plan shall be 15% of the premium throughout the term of this contract.

The District shall fund the HSA in the amount of \$1000.00 single/\$2000.00 family.

### B. Dental Insurance

The Board of Education shall provide a major dental insurance policy under a group plan for each full-time employee who desires and is eligible. The Board shall pay the total premium cost of either the single or family plan.

Part-time staff may acquire the same insurance protection by paying the prorated premium represented by the portion of day not worked by them.

See Addendum D for coverage.

### C. Life Insurance

The Board shall provide a fully paid group life insurance policy in the amount of \$30,000 for each full-time staff member.



See Addendum E for coverage.

Board payment of employee insurance benefits will cease at the end of the billing cycle in which the employee terminates, resigns, or at the end of the billing cycle in which expiration of employee's sick leave occurs. Board provided benefits will be paid through the end of the contract year (as long as the employee is receiving a paycheck from the Board and is eligible for benefits). Employee may elect to continue health and dental benefits after the expiration of the billing cycle by paying for it themselves through COBRA.

D. 125 Plan

The Board will maintain a 125 Plan for employees for health care contribution, health benefits, and dependent care. The 125 Plan will be available to employees so long as it is made available by the Internal Revenue Service in its present form or until such time as it is negotiated to be removed from this agreement.

E. Insurance Opt-Out Incentive

The District shall provide a financial incentive to employees who opt-out of the District-provided PPO or HDP. The incentive shall be \$1000.00 single / \$2000.00 family. To be eligible for the opt-out incentive the employee must be enrolled in one of the programs and drop coverage during open enrollment. The incentive will be distributed annually in December and July. If, due to a qualifying event, an employee returns to one of the District-provided programs mid-year, the incentive will be pro-rated (Twelve (12) month pro-ration period is October 1st through September 30th).

Savings created from opt-out program described above will be split 50/50 between bargaining unit and district. The bargaining unit's share shall be distributed to only those members enrolled in the insurance program on or after July 2014. Employees hired on or after July 2014 will be eligible for the opt-out incentive if they have been enrolled for at least one (1) year and drop their health insurance during open enrollment.

### **SECTION 3 - SEVERANCE PAY**

Any employee retiring from the Milton-Union School District shall be eligible for severance pay, effective the last date of employment, providing eligibility requirements are met as follows:

- A. Be employed by the Milton-Union School District at the time of retirement.
- B. Have five (5) continuous years or more of service in the state or local school district.
- C. Have an application for retirement approved by the State Teachers' Retirement System.
- D. Completed application for severance pay and have filed with the Treasurer of the Board no later than ninety (90) calendar days after the last date of employment.

Upon receipt of a completed application for severance, payment shall be made within the calendar year of retirement. Payment may be tax deferred at the employee's option and eligibility.

The formula for payment shall be thirty-three and one-third (33 1/3) percent times the accrued sick leave days up to a maximum of fifty-five days. Such payment shall be calculated by multiplying the base daily rate, excluding supplemental pay, of the teacher's pay at retirement by the total number of days, or fractional parts thereof, as determined by the formula. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

For employees who are at step 25 or greater on the salary schedule, the maximum accumulation of sick leave shall be two hundred seventy (270) days. These employees shall earn additional days of severance beyond the maximum set forth in Article VI, Section 3 based on the following formula:

One (1) additional day of severance for each ten (10) days of sick leave accumulated beyond two hundred twenty (220) days.

Calculation shall be based on the number of days accumulated at the time of retirement.

A teacher who dies while employed by the Board shall be treated as having met the above requirements for severance pay. His/her beneficiaries shall be paid the amount of severance pay due within thirty (30) days.

#### **SECTION 4 - MILEAGE, LICENSE AND BACKGROUND CHECKS**

A. Mileage

Employees who are approved to use their personal vehicles for employment related use will be reimbursed at the prevailing IRS rate for all business miles.

B. License and Background Checks

Upon timely submission of a renewed educator license, as issued by the Ohio Department of Education, the District shall reimburse the employee for fifty percent (50%) of the costs related to the license fee and the BCI and FBI background checks.

If the employee leaves the employment of the District for reasons other than retirement prior to the expiration of the license, the employee shall return a pro-rated portion of the reimbursed fees to the District. The amount of the pro-rated repayment and the process for repayment shall be determined by the District Treasurer.

## SECTION 5 - RETIREMENT CONTRIBUTIONS

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "pick-up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked-up" by the Board and shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Teachers Retirement System increased thereby.

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
- B. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- C. Payment for sick leave, personal leave, severance and supplemental contract assignments, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to the reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
- D. Such salary reduction shall be considered when combined with actual salary to not result in a salary which is less than the salary available under the State minimum salary schedule.
- E. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- F. The Board is not liable, nor will it be held responsible for, any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- G. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any reasonable action taken by the Board in compliance with provisions of the Article.

**ARTICLE VII - LEAVES**

**SECTION 1 - LEAVE OF ABSENCE WITH PAY**

Under conditions hereinafter specified, teachers will be granted leaves of absence with pay. The following amounts of days are hereby set aside for illness, personal and professional leaves of absence with pay in accordance with the following categories:

A. Sick Leave

Members of the bargaining unit shall be entitled to fifteen (15) days of sick leave, with pay, for each year he/she is under contract. Sick leave is credited at the rate of one and one-fourth (1-1/4) days per month.

Unused sick leave may be accumulated up to a maximum of two hundred twenty (220) days. Newly employed persons may transfer up to that number of accumulated and unused sick leave days from another public employer in this state, if the date of termination of the other employment was less than ten years prior to employment in this district.

For employees who are at step 25 or greater on the salary schedule, the maximum accumulation of sick leave shall be two hundred seventy (270) days. These employees shall earn additional days of severance beyond the maximum set forth in Article VI, Section 3 based on the following formula:

One (1) additional day of severance for each ten (10) days of sick leave accumulated beyond two hundred twenty (220) days.

Calculation shall be based on the number of days accumulated at the time of retirement.

Members of the bargaining unit who render part-time diem, or hourly service shall be credited with sick leave for time actually worked at the same rate as full time employees.

A member of the bargaining unit who has no accumulated sick leave will be advanced five (5) days of sick leave each school year if necessary. Any such advanced sick leave credit will be charged against the subsequent accumulation of that employee.

Sick leave may be used for absences necessitated by:

1. Personal illness or injury, including any disabling condition caused by pregnancy;
2. Exposure to a communicable disease;
3. Illness or injury in employee's immediate family (employee's brother, sister, parent, spouse, child, grandchild, father-in-law, mother-in-law or any dependent living in the employee's household);
4. Death of family relative or friend.
5. Birth of grandchild
6. Hospitalization of grandchild, son-in-law, daughter-in-law

7. Spousal Birth or Adoption
8. Any extenuating circumstances with Superintendent Approval

After the employee's spouse gives birth, the employee may use up to five (5) consecutive days of paid sick leave. Days must be used immediately following the birth.

For an adoption, an employee may take up to twenty (20) consecutive days. Days must be used immediately before or after the adoption.

Absences for a portion of a day up to one-half (1/2) day shall result in a one-half (1/2) day deduction. Absences for a portion of a day greater than one-half (1/2) day shall result in a one (1) day deduction.

If medical attention was required, the employee shall state the name and address of the attending physician. The administration may require, with reason, a signed statement from the physician regarding the employee's use of sick leave.

Should the school be closed during the period of an employee's sick leave by an "emergency" day or holiday, as called by the Superintendent, such employee will not be charged with a sick leave day.

Not later than the second work day after returning to work from sick leave, the employee shall complete the electronic sick leave form on the Kiosk. -No sick leave payment shall be made unless the required form is submitted. Falsification of information on the form may constitute grounds for disciplinary action which may include suspension or termination.

Sick Leave Bank: A collection of employee donated sick leave days will be deposited in a sick leave bank. The bank will commence with first request for use. The Sick Leave Bank may be used only for the results of catastrophic illness or injury.

Donation: Maximum bank days are 45 days.  
Maximum employee donation is 3 days/year.

- Application Criteria:
- 1) Sick leave days must be exhausted.
  - 2) Personal leave days must be exhausted.
  - 3) Maximum request is 15 days.
  - 4) Process these forms to Assistant Treasurer:
    - a) Department of Labor Certificate of Health Care Provider
    - b) Request for Sick Leave Bank Application form
    - c) Waiver of HIPPA rights

Assistant treasurer will forward the above two forms to Sick Leave Bank Committee for decision (Superintendent/Designee and MUEA President).

Any person using Sick Leave Bank is expected to donate days back to the Bank. The decision of the committee is final and is not subject to the grievance procedure.

B. Personal Leave

All full-time certificated/licensed personnel may be granted three (3) days of paid personal leave.

Half-time certificated/licensed personnel may be granted three (3) half-days of personal leave.

Certificated/licensed personnel who complete the school year, and who do not use personal leave days during the school year shall be reimbursed \$75.00 for each personal leave day not used. Teachers will have the option to roll over a maximum of one unused personal leave day to the following school year for a total of four (4) days. Notice of intent to roll over shall be made in writing to the treasurer's office no later than the last teacher work day. Failure to notify treasurer's office will result in reimbursement. Reimbursement shall take place with the second payroll check in July.

Absences for a portion of a day up to one-half (1/2) day shall result in a one-half (1/2) day deduction. Absences for a portion of a day greater than one-half (1/2) day shall result in a one (1) day deduction.

Application for the use of personal leave shall be submitted electronically using the form on the Kiosk. Except in case of emergencies, all applications for personal leave shall be submitted at least three (3) working days prior to such leave. An E-mail notification will be returned to the applicant indicating the approval or the rejection of the personal leave request prior to the day requested.

Emergency leave requests shall be handled in the same manner except that the request shall be submitted the first day of your return to the job following absence for emergency reasons.

Action upon requests for personal leave shall be taken by the Superintendent or his/her designee, through the Principal's office.

Personal leave may be granted for:

1. Observance of religious holidays where total abstinence from work is required.
2. Attendance of a high school or college graduation exercise for the employee, spouse, or a child.
3. Private personal business that occurs on Monday through Friday that cannot be handled at a time that does not conflict with the normal work day. However, for such business that occurs the day before or the day after a recognized holiday(s), reasons shall be given. The stated reasons shall be judged on its merits by the Superintendent or his/her designee. In the event such a request is refused, the Superintendent or his/her designee shall forward, in writing, the reasons for refusing the request.
4. Emergencies.

C. Professional Leave

All duly elected delegates and alternates shall be granted paid leave to attend all sessions of the OEA, OACT, and WOEI general assembly. All requests for such leave shall be submitted to the immediate supervisor at least ten (10) days prior to the meeting.

Each teacher shall be granted at least (1) day paid leave per school year to attend approved educational conferences, workshops, visitation. All requests for such leave shall be submitted to the immediate supervisor as soon as possible. Application for the use of professional leave shall be submitted electronically using the form on the Kiosk.

Expenses to approved educational conferences, workshops and visitations may be paid by the Board, to the extent that funds are available.

**SECTION 2 - LEAVES OF ABSENCE WITHOUT PAY**

Requests for leaves of absence without pay shall be submitted in writing on forms which shall be supplied by the Board. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave and/or other disciplinary action. A person returning from an authorized leave of absence without pay shall be placed on the appropriate salary step. The intent being that a person will not receive an experience increase for a leave of absence. All leaves of absence without pay shall in no event end sooner than the period of time granted. The individual employment contract of any employee on an unpaid leave of absence shall continue to run during the period of such leave, and shall therefore be subject to renewal, non-renewal or suspension as otherwise provided by law.

Benefits (health, dental, life) are not paid by the District during the "leave Without Pay" period. At the employee's option, however, the employee may make timely payments to continue coverage. Written notification must be given to the Treasurer prior to commencement of leave.

A. Ill Health

A written application for leave of absence for ill health must be accompanied by a statement from the attending physician recommending that a leave of absence be granted, and for the length of such absence.

Such request for leave of absence will be granted for not less than one (1) semester when possible nor more than one (1) school year. The leave may be renewed, but in no event will a leave extend for more than one (1) academic year. The request for extension of leave for personal illness will be accompanied by a doctor's statement recommending such an extension.

If any employee is unable to perform satisfactorily the duties of his/her position because of a physical or other disability, or the employee has been absent on account of personal illness for a continuous period of thirty (30) days following the expiration of his/her sick leave, the Superintendent may recommend, without the request of the employee, a leave

of absence for a part of the school year, for the remainder of the school year, or for a full school year, and renewals thereof.

A Board shall continue to carry on payroll records of all employees whose sick leave accumulation has expired, or who are on a disability leave of absence, or an approved leave of absence, for the purpose of group term life, hospitalization, surgical, major medical, or prescription drug coverage. The employee shall make the total premium payment to the Treasurer.

An employee, prior to returning from any leave of absence, may be required to furnish a physician's certificate that he/she is able to perform his/her duties.

B. Maternity/Paternity Leave

An employee may use Maternity/Paternity leave in lieu of or in conjunction with sick leave as specified in Article VII, Section 1.

The Board may grant a leave of absence for reasons due to pregnancy, without pay, to any regularly employed staff member, upon written request for such leave. The request shall indicate the anticipated beginning and ending dates of the Maternity/Paternity leave.

C. Child Rearing Leave

The Board shall grant a leave of absence, without pay, for the purpose of rearing a newly born child or a newly adopted child.

1. Any employee who wishes to take leave under this policy shall submit a request for such leave in writing, at least forty-five (45) days prior to the commencement of said leave, unless an adoption is involved where there is insufficient notice prior to the placement, in which case the forty-five(45) days will be waived.
2. Leave under this policy may be granted for a period of up to one (1) academic year plus the remaining portion of the academic year in which the leave commences.
3. Leave under this section shall expire on the last day of the school term unless the teacher gives notice by April 1, of his/her intent to: (1) extend the leave for an additional year (if eligible); or (2) return to active teaching duty for the ensuing year.
4. For return from approved leave, said teacher shall resume his/her previous contract status and a comparable position in the appropriate area of certification.



D. Sabbatical Leave

Any teacher who has completed five (5) years of service in this state may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) academic year, subject to the following restrictions: The teacher shall present to the Superintendent for approval a plan for professional growth ninety (90) days prior to such a grant of permission and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in this state.

The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional staff at any one time. Part salary paid the teacher shall be the difference between the replacement teacher's salary and the departing teacher's expected salary. A leave shall be no longer than one (1) school year, nor granted a second time to the same individual when other members of the staff have filed a request for such a leave.

Upon his/her return from leave, the teacher's salary will be the same as he/she would have received had the period of his/her leave been spent in the Milton-Union School System. Fringe benefits may be maintained at the expense of the teacher and he/she will return to the same teaching position, if available, or to a comparable position to that which he/she held prior to his/her leave.

E. Military Leave

1. Military leave of absence shall be granted to any employee who is drafted or recalled to active duty with any branch of the armed services of the United States.
2. An employee returning from military service shall be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service.
3. Voluntary reenlistment immediately terminates military leave granted by the Board.

F. Leave for Professional Study

1. Professional leave may be granted on the basis of either one full semester or one full academic year. Request of leave for professional study must be filed ninety (90) days previous to the beginning of leave. If requests are placed later than this time, they may be granted if an acceptable replacement can be obtained.
2. Request for this leave for less than one (1) year may be granted only if administratively possible.

3. The leave may be granted for full-time study and earned credits must be filed upon return to the Board.
4. Failure to comply with terms of this leave shall be cause for termination.

G. Illness in the Immediate Family

Leave shall be granted because of a serious illness in the immediate family for a period not to exceed one (1) academic year. A written application for such leave must be accompanied by a statement from the attending physician.

H. Short Term Daily Leave

Request for daily leave for such activities as vacation trips, travel with spouse, business travel and entertaining with spouse, shopping, and family visitation tend to interfere with a staff member's contractual agreement and academic continuity. However, when a staff member feels he/she has an extenuating set of circumstances not covered by other leave policies, application for such leave must be made in advance through the office of the Superintendent. The decision of the Superintendent shall be final.

### **SECTION 3 - ASSAULT LEAVE**

A. Any certified/licensed staff member absent from regular duties because of a physical disability resulting from an assault on the certified/licensed staff member which occurs in the course of Board employment shall be entitled to a leave of absence under the following conditions:

1. The maximum number of days for which assault leave shall be payable to any certified/licensed staff member shall be forty-five (45) days.
2. The certified/licensed staff member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
3. The certified/licensed staff member must submit to the Superintendent verification from an attending physician that the professional staff member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
4. The certified/licensed staff member shall cooperate fully with the Superintendent and other public authority(ies) in the prosecution of the assailant(s). In the event the certified/licensed staff member requires representation by an attorney in the criminal prosecution of the assailant(s), the Board will provide the certified/licensed staff member with an attorney selected by and paid by the Board to represent such certified/licensed staff member in such matter. If other legal

representation is required by the certified/licensed staff member, such may be provided by the Board as approved in advance by the Superintendent.

5. The certified/licensed staff member shall be required to file for Worker's Compensation.
6. It is the intent of this Article to provide for assault leave for certified/licensed staff members who do not physically initiate the assault on the person. In case of a dispute as to whether or not a certified/licensed staff member has physically initiated an assault and it is determined through either administrative hearing or court action that the certified/licensed staff member did initiate the assault, the professional staff member shall be required to either: (1) refund the compensation received as assault leave, or (2) charge the assault leave taken against the sick leave earned by the professional staff member.

B. Assault leave shall not be chargeable against sick leave.

C. In the event the certified/licensed staff member is eligible to and receives Worker's Compensation for all or part of the period of disability due to an assault, the amount payable by the Board as assault leave shall be the difference between the Worker's Compensation benefits paid and the certified/licensed staff member's regular compensation.

This shall be accomplished by the certified/licensed staff member's receiving his/her regular compensation from the Board and executing the necessary form so that such Worker's Compensation is paid directly to the Board.

D. Falsification of any statement by a certified/licensed staff member to secure paid leave under this Article shall constitute cause for termination or other disciplinary action.

#### **SECTION 4 - FAMILY MEDICAL LEAVE ACT**

A. The Board agrees to provide leave to employees in the collective bargaining unit represented by the Association who are eligible employees (as the term "eligible employees" is defined by the federal Family and Medical Leave Act "FMLA" ), with such leave to be consistent with the FMLA; provided, however, that to the extent more generous leave is available to eligible employees without regard to FMLA, such shall not be lessened, nor expanded. In providing any leave pursuant to this Agreement, the Board will adhere to the requirements of the FMLA, as set forth in the statute, regulations and/or U.S. Department of Labor or court interpretations of the FMLA.

B. It is understood that eligible employees are entitled, at a minimum, to up to 12 work weeks of unpaid FMLA leave, during any fiscal year, July 1 through June 30 of the following calendar year, for purposes of the birth, adoption or foster placement of a child, where it is medically necessary for an employee to be with, or care for, a spouse, parent, or child suffering from a serious health condition, or where the employee's serious health condition prevents performance of essential functions of the employee's job.

- C. During said FMLA leave, the Board will continue to pay the Board's portion of the employee's group health plan benefits. However, the employee must make arrangements, in advance of any FMLA leave, to pay his/her portion of such benefits, along with the premiums of any other benefits the employee desires to continue during said FMLA leave, for which the Board is not otherwise required to pay.
- D. Upon completion of any FMLA leave, and in accord with FMLA, the Board will restore the employee to the same or equivalent position as held at the outset of the leave.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

### **SECTION 1 - DEFINITIONS**

- A. A grievance is an alleged misapplication, misinterpretation or violation of a provision of this agreement.
- B. A grievant is an employee, the Association, or a group of employees in the bargaining unit, alleging a misapplication, misinterpretation or violation of this negotiated agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group, and shall be treated as a single grievance. A decision of such grievances applies to all employees in the group and each shall be given a copy of the decision.
- C. Limitations on Grievances
  - 1. No Grievance shall be filed concerning a matter which may be made the subject of a charge with the State or Federal Agency
  - 2. The decision of the Superintendent to recommend non-renewal or non-reemployment and/or the decision of the Board not to re-employ shall not be made the subject of a grievance and shall not proceed as such, except that:
    - a. A claim of untimely notice of such non-reemployment (A, III) shall be grievable.
    - b. A claim that the grievant is not subject to non-reemployment by reason of Article III Section 4.
  - 3. The content and substance of an evaluation is not subject to grievance; however, the teacher may submit a rebuttal and/or provide additional information to the evaluator within (10) ten working days of the receipt of the final summative rating. The failure of an evaluator to take certain actions or do certain things in the evaluation process within specified time limits or number of times may be made the subject of a grievance.

The actions or things to be done within specified time limits or number of times are found in the Teacher Evaluation Program.

## **SECTION 2 - PROCEDURE**

### **Step I - Informal Procedure**

The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within fifteen (15) days after the grievant knows or should have known the act or conditions on which the grievance is based. In no event, however, may a grievance be filed more than thirty (30) days following the date of the occurrence from which the grievance arose.

### **Step II - Formal Procedure**

If a satisfactory solution is not affected, the aggrieved party shall present his/her written grievance to the principal or immediate supervisor within five (5) days after the informal hearing. The principal or immediate supervisor shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The principal or immediate supervisor shall provide a written answer to the grievance and forward it to the concerned parties within five (5) days from the time of the hearing.

### **Step III - Superintendent**

If a satisfactory solution is not affected, the Association shall invoke Step III in writing and present same to the Superintendent within five (5) days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance, unless stated otherwise. The Superintendent or his/her designee shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The Superintendent or his/her designated representative shall provide a written answer to the grievance and forward to the concerned parties within five (5) days from the time of the hearing.

### **Step IV - Binding Arbitration**

If the action taken in Step III by the Superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the Superintendent or his/her designee within five (5) days, the Association may notify the Board in writing of its intent to submit the grievance to binding arbitration. Any failure to invoke Step IV within five (5) days of the receipt of the Step III answer, the grievance will be considered settled on the basis of the Step III answer.

Upon receipt of the notice of intent to submit the grievance to binding arbitration, the parties, within five (5) days thereafter submit a request to the American Arbitration Association to provide the parties with a panel of arbitrators with selection to be made in accordance with the Voluntary Rules of the American Arbitration Association. The fees

and expenses of the arbitrator shall be shared equally by the parties. Each party will be responsible for the fees and expenses of its representation.

The arbitrator shall review the grievance and submit his/her decision to the parties. The arbitrator's decision shall be binding to all parties. The arbitrator shall not have the power to ignore, add to, subtract from, or modify the negotiated policies and the arbitrator may consider only the specific language of this Agreement and render his/her decision on the issues presented on the basis of the reliable, substantial and preponderance of the evidence in the record of the proceedings. Only grievances as defined herein shall be subject to arbitration. All issues of procedural arbitrability will be heard and decided by the arbitrator prior to hearing the substantive issues or merits of a grievance. If the Board intends to raise issues of arbitrability, the Board shall provide written notification of such issues to the President of the Association (or designee) a minimum of fourteen (14) calendar days prior to the arbitration hearing.

The Board and Association shall take necessary action within ten (10) days after receipt of the arbitrator's decision. No further action may be taken on the matter after thirty (30) days of the Board's action, unless otherwise provided by law.

### **SECTION 3 - MISCELLANEOUS PROVISIONS**

- A. Neither the aggrieved teacher, nor any party to this Agreement, shall be denied the right of representation at any step in this procedure.
- B. A grievance may be withdrawn at any level without prejudice or record.
- C. If the teacher and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.
- D. If the administrator does not abide by the time limits set forth, the teacher filing the grievance and/or the Association may proceed to the next step.
- E. There will be no reprisals taken against any participant in the grievance procedure by reason of such participation.
- F. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to effect a satisfactory resolution to the problem.
- G. Any time limits or steps hereinbefore set forth may be waived by the mutual written consent of the parties.
- H. "Days" as used herein mean calendar days. "Week" as used herein means a calendar week.

## **ARTICLE IX - DISCIPLINE**

### **SECTION 1 - DISCIPLINARY ACTIONS**

- A. The superintendent, (in the absence of the Superintendent, then the Superintendent's Designee) shall have the power and right to reprimand, suspend with or without pay, terminate, or otherwise discipline an employee for good and just cause. All disciplinary action, other than verbal warnings, shall be given in writing to the affected employee within 36 hours of taking such action.
- B. When appropriate to the circumstances, discipline shall be applied in a progressive and corrective manner, taking into consideration the nature of the alleged offense, the safety of students, employees and the public.
- C. An employee's right to Association representation in any matter relating to discipline shall only be limited to the extent that immediate employer action is reasonably necessary to protect persons and/or property. In the event immediate employer action is taken without Association representation, then, upon the affected employee's request, a conference to review the discipline shall be held within 24 hours with the employee and an Association representative. At this conference, the employee shall be presented with a written statement of the charges against the employee, including times and places of occurrence(s).
- D. Prior to the imposition of discipline more severe than a written reprimand, the affected employee shall have the right to an informal hearing before the appropriate administrator.

### **SECTION 2 - APPEAL OF DISCIPLINE**

Termination of an employees' contract shall be subject to appeal on the basis of good and just cause via the grievance procedures set forth in the contract commencing at Step IV.

Either the Association or the teacher may notify the Board of the intention to submit the grievance to binding arbitration.

In arbitration matters involving discipline, the Board has the burden of proof and the arbitrator is expressly given the authority to modify (either by increase or decreasing) a discipline, which is the subject of the grievance.

Written reprimands shall not be subject to the grievance procedure and the parties agree that, the procedure for adjustment of grievances is fair and complete and that it constitutes the sole and exclusive method for the adjustment of grievances.

### **SECTION 3 - STATUTORY PROVISIONS NO LONGER APPLY**

Notwithstanding anything contained in this contract or in any evaluation procedure adopted by reference or otherwise a part of this contract, the provisions of this Article and Article III dealing with staff contracts, termination, discipline, non-reemployment and/or probationary periods, are

specifically intended to supplant and replace Ohio Revised Code Sections 3319.11, 3319.16, and 3319.161.

## ARTICLE X - EVALUATION

The Board shall provide for the establishment of a program to evaluate employee performance for the major purpose of assisting the employee toward providing information for employment decisions. The following provisions will govern the evaluation program.

- A. See Teacher and Counselor Evaluation Program (Addendum H and I) as incorporated herein by reference. Librarian, Nurse, and Speech/Language Pathologists evaluation instruments can be found in Addendums J, K, and L.
- B. The provisions set forth in Article X of this agreement shall apply to all employees covered by this collective bargaining agreement.
- C. The evaluation program shall be communicated to all employees at the time of employment. (See Addendum H.)
- D. The building administrator shall notify employees who are scheduled for evaluations during the current school year not later than September 15. The building administrator shall hold a meeting of employees scheduled for evaluation for the purpose of apprising them, in writing, as to the manner in which the evaluative program shall be carried forth.

Evaluations shall be conducted by credentialed evaluators who are employed as administrators by the district. In the event of an emergency, another District approved credentialed evaluator or an evaluator from the Miami County ESC may complete the observation, if mutually agreed upon by the teacher. An employee may submit a written request to the Superintendent for a change in evaluator.

E. Limited Contract Employees

First Observation

One (1) thirty (30) minute observation shall be completed prior to the post-observation conference. Each observation shall be preceded by a pre-conference and followed by a post-conference. The post-observation conference and the Post-Observation Form (see addendum H) shall be completed no later than five (5) working days following the observation with a copy provided to the teacher. The evaluator will then record evidence on the Teacher Performance Evaluation Rubric. (See addendum H.) Teachers will receive a completed Teacher Performance Evaluation Rubric within (15) fifteen working days after the post-conference.

Subsequent observations will occur no sooner than (10) ten working days after the teacher receives feedback from the Teacher Performance Evaluation Rubric unless mutually agreed upon.



### Second Observation

One (1) thirty (30) minute observation shall be completed prior to the post-observation conference. Each observation shall be preceded by a pre-conference and followed by a post-conference. The post-observation conference and the Post-Observation Form (see addendum H) shall be completed no later than five (5) working days following the observation with a copy provided to the teacher. The evaluator will then record evidence on the Teacher Performance Evaluation Rubric (see addendum H). Teachers will receive a completed Teacher Performance Evaluation Rubric within (15) fifteen working days after the post-conference.

Subsequent observations will occur no sooner than (10) ten working days after the teacher receives feedback from the Teacher Performance Evaluation Rubric unless mutually agreed upon.

### Third Observation

A third observation cycle will be conducted for those employees being considered for renewal/non-renewal unless waived by the Superintendent per Board of Education policy. If necessary, the third observation cycle shall be completed no later than April 25.

- \* All teachers will receive at least one observation in the first semester and one observation in the second semester.
- \* Evaluators will conduct at least two classroom walk-throughs of no less than (10) ten minutes. The teacher will receive feedback on the Walkthrough Form (Addendum H). The teacher will receive feedback on the Walkthrough Form within three (3) working days.
- \* Formal evaluations conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with an electronic copy of the evaluation results by the tenth day of May.

## F. Continuing Contract Employees

### First Observation

One (1) thirty (30) minute observation shall be completed prior to the post-observation conference. Each observation shall be preceded by a pre-conference and followed by a post-conference. The post-observation conference and the Post-Observation Form (see addendum H) shall be completed no later than five (5) working days following the observation with a copy provided to the teacher. The evaluator will then record evidence on the Teacher Performance Evaluation Rubric (see addendum H). Teachers will receive a completed Teacher Performance Evaluation Rubric within (15) fifteen working days after the post-conference.

Subsequent observations will occur no sooner than (10) ten working days after the teacher receives feedback from the Teacher Performance Evaluation Rubric unless mutually agreed upon.

### Second Observation

One (1) thirty (30) minute observation shall be completed prior to the post-observation conference. Each observation shall be preceded by a pre-conference and followed by a post-conference. The post-observation conference and the Post-Observation Form (see addendum H) shall be completed no later than five (5) working days following the observation with a copy provided to the teacher. The evaluator will then record evidence on the Teacher Performance Evaluation Rubric (see addendum H). Teachers will receive a completed Teacher Performance Evaluation Rubric within (15) fifteen working days after the post-conference.

- \* All teachers will receive at least one observation in the first semester and one observation in the second semester.
  - \* Evaluators will conduct at least two classroom walk-throughs of no less than (10) ten minutes. The teacher will receive feedback on the Walkthrough Form (Addendum H). The teacher will receive feedback on the Walkthrough Form within three (3) working days.
  - \* Formal evaluations conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with an electronic copy of the evaluation results by the tenth day of May.
- G. Accomplished/Skilled Designated Employees

A teacher earning a final summative rating of “Accomplished” will move from annual evaluations to once every three (3) years. If the “Accomplished” rating is not maintained, the teacher will return to the appropriate evaluation cycle as set forth in the Milton Union Teacher Evaluation Program (see Addendum H).

A teacher earning a final summative rating of “Skilled” will move from annual evaluations to once every two (2) years. If the “Skilled” rating is not maintained, the teacher will return to the annual evaluation cycle unless the teacher earns a summative rating of “Accomplished” therefore allowing evaluations to occur every three (3) years.

H. Informal Observation Procedure for Continuing Contract Accomplished/ Skilled Designated Teachers

In a non-formal evaluation year for “Skilled” and “Accomplished” designated teachers, the credentialed evaluator will conduct one Informal Observation with a post-conference to follow. Informal observations are excluded from use with any existing summative evaluations in determining a teacher’s rating.

In an informal evaluation:

- a. The Informal Observation may be announced or unannounced, but will be mutually agreed upon.
  - b. An Informal Observation will be no less than ten (10) minutes, but no more than twenty-nine (29) minutes.
  - c. The Informal Observation will be recorded on the Walkthrough Form and feedback will be provided to the teacher.
  - d. A pre-conference is not required.
  - e. A post-conference is required within five (5) working days of the Informal Observation.
- I. All evaluative reports must be dated, signed, and electronically verified by the employee. However, such signature does not necessarily indicate agreement with the evaluation or the report. Moreover, employees shall be permitted to affix rebuttal and evidence to any evaluation.
- J. A paper copy of the summative rating and rubrics will be placed in the teacher's personnel file.
- K. Unless mutually agreed upon, monitoring or listening devices will not be a part of the regular evaluation program.
- L. When it is deemed that an employee's performance is unsatisfactory, the person shall be notified in confidence and in writing of the reasons for the decision. This may occur in a person's first year on the assignment or in any year in which performance is judged to be significantly less than satisfactory. The evaluator and the employee shall meet to mutually develop an improvement plan.
- M. The Association and administration shall be jointly involved in the development or revision of any evaluative instrument. When Association or administrative members have concerns about the evaluation process they may forward these concerns to the "Professional Concerns Council. (See Article I, Section 3)
- N. The district shall provide training and/or orientation regarding the evaluation program to all new hires and offer same to existing certificated/licensed teachers.
- O. Appeals Process
- The teacher may submit a rebuttal and/or provide additional information to the evaluator within (10) ten working days of the receipt of the final summative rating.

- A grievance may be filed regarding violations of procedural portions of the evaluation procedure. The content and substance of the evaluation is not grievable.
- An evaluation that violates the procedural process shall not be used in decisions regarding RIF or Termination, but may be used to inform teachers' professional growth.
- Initial filing deadline for such grievances shall vary from the timeline set forth in Article VIII and shall be triggered by the teachers' receipt of the final summative rating.

P. When an evaluator has timely notified a teacher as to the date or dates of the following events:

1. An observation
2. A conference precedent to an observation
3. A post – observation conference
4. Sharing data from a walkthrough in a timely fashion

and the teacher is absent, excused or unexcused or is otherwise unavailable for the event, the lack of the occurrence of the event or the lack of timeliness of the event shall not be included in a grievance under the grievance procedure concerning evaluations.

If a teacher for any reason fails to sign a completed and available post observation conference form, the absence of the teacher's signature may not be made the subject of a grievance.

A meritorious grievance concerning an evaluation which is timely filed under and pursuant to the grievance procedure renders the evaluation unavailable for the purpose of considering standing for a reduction in force or for termination, but shall nevertheless be made a part of the teacher's personnel file for the benefit of the teacher.

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

### **ARTICLE XI - DRUG-FREE WORKPLACE**

The Board and Association believe that quality education is not possible in an environment affected by drugs. We will seek, therefore, to establish and maintain an educational setting which meets the requirements set forth in the Drug-Free Workplace Act of 1988.

In compliance with the Act, the Board prohibits the manufacture, possession, use, distribution, or dispensing of any controlled substance or alcohol, by any employee of the District's staff at any time while on District property. Any staff member who violates this Article shall be subject to disciplinary action in accordance with local, state and federal laws, up to and including

termination of employment. A disciplinary action may include the completion of an appropriate rehabilitation program.

The Superintendent shall, in consultation with the Association, establish whatever programs and procedures are necessary to meet the Federal certification requirements but which also comply or do not interfere with this Agreement.

## **ARTICLE XII – SMOKE and TOBACCO-FREE WORKPLACE**

All buildings and grounds in the district shall operate as a smoke and tobacco-free workplace as per Board policy. This includes all tobacco products and paraphernalia.

## **ARTICLE XIII - FAIR SHARE FEE**

### **SECTION 1 - PAYROLL DEDUCTION OF FAIR SHARE FEE**

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract.

### **SECTION 2 - NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE**

Notice of the amount of the annual fair share fee, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted and the Board agrees to promptly transmit all amounts deducted to the Union.

### **SECTION 3 - SCHEDULE OF FAIR SHARE FEE DEDUCTIONS**

#### **A. All Fair Share Fee Payers**

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. sixty (60) days employment in a bargaining unit position or:
2. January 15<sup>th</sup>

#### **B. Upon Termination of Membership During the Membership Year**

The Treasurer of the Board shall, upon notification from the Association that an employee has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The

deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

#### **SECTION 4 - TRANSMITTAL OF DEDUCTIONS**

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

#### **SECTION 5 - PROCEDURE FOR REBATE**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

#### **SECTION 6 - ENTITLEMENT TO REBATE**

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

### **ARTICLE XIV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

The responsibilities of the LPDC shall be as set forth in the Ohio Revised Code and as may be set forth by the State Board of Education and approved by the Ohio General Assembly.

It is agreed that both parties shall abide by the Standards, Bylaws, and operating procedures of the LPDC as they are developed and/or amended in concert with any rules, regulations, standards, and requirements which may be issued by the State Department of Education.

The Milton-Union Education Association shall choose and appoint the representative members to the LPDC pursuant to Section 3319.22(C)(3) of The Ohio Revised Code. These members shall be granted release time during the school day, if necessary, to complete any training or duties of the LPDC. The MUEA committee members shall receive a supplemental contract for all LPDC related work held outside of the regular school hours.

### **ARTICLE XV - ENTRY YEAR/MENTOR PROGRAM**

The entry year/mentor program will follow the Miami County program. The requirements found within said program shall be minimal in nature and can be adjusted as needed. Mentors can expect no less than two hours of release time for observation to be arranged in advance with the Principal. To cover the mentor's class during these observations either the principal will cover or

the mentor will arrange for another teacher to cover who will be paid at the internal substitution rate.

Teachers acting as mentors in assisting other teachers act in this position on a strictly voluntary basis.

The mentor is prohibited from acting in any type of supervisory role. Evaluations shall be conducted solely by the administration without any input from the mentor nor shall the mentor teacher be requested or directed to make any recommendations regarding the continued employment of the “client” teacher.

Other than a notation to the effect that a teacher has served as a mentor, the teacher’s activities as a mentor shall not be part of that teacher’s evaluation.

## **ARTICLE XVI - SPECIAL EDUCATION**

The general guidelines are as follows:

- A. All general education classroom teachers who have students with IEPs shall be a part of and be present at the IEP conference for each of those students per Federal IDEIA Guidelines.
- B. Any general education teacher shall be provided a copy of their student’s IEP.
- C. The general education teacher shall generally not be responsible for feeding, lifting, diapering, or procedures such as catheterization.
- D. Except in an emergency, no general education teacher shall be required to administer medication to any student nor shall they be required to perform delegated nursing procedures.
- E. In the case of students requiring personal care, their IEP may reflect need for assistance from an aide. Those conditions for which personal care is required are:
  - 1. toileting, including catheterization.
  - 2. feeding, including tube feeding.
  - 3. lifting, including transfers.
- F. Every attempt will be made to:
  - 1. separate inclusion students and resource students in the general education classrooms.
  - 2. Limit the percentage of inclusion students to 25% of class.

There shall be a committee in each of the buildings on inclusion made up of a minimum of one employee from each of the following areas: general education teachers, special education teachers, guidance counselors and administration. In addition, the school psychologist may be

asked to participate. The purpose of this committee is to engage in on-going decision making on inclusion related issues. The committee will meet at least once per month or more often as requested by any member. Agenda shall be mutually established and distributed 2 work days prior to the meeting. Principal and Director of Curriculum and Student Services shall be responsible for facilitating the meetings and recording the minutes.

## **ARTICLE XVII - MISCELLANEOUS**

### **SECTION 1 - NO STRIKE CLAUSE**

For the duration of this contract, neither the Association, its agents, nor the employees represented by the Association shall engage in, assist in, sanction or approve any strike, slowdown, or withholding of services designed to interfere with the normal operations of the school district.

A violation of this clause will represent a breach of this contract.

### **SECTION 2 - SAVINGS PROVISIONS**

#### **A. Provisions Contrary to Law**

If any provision of this Document or any application of the Document to any certified person or persons shall be found contrary to law, then this provision or application shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force.

#### **B. Fiscal Integrity of the School District**

The implementation of this Agreement shall be within the financial constraints of community resources and state support and with full intent of all parties to maintain the District's position of fiscal integrity and responsibility.

#### **C. All provisions in this agreement excluding Article X, shall prevail over any conflicting language in Article X so long as the language in this agreement excluding Article X, is not contrary to the Ohio Revised Code.**

### **SECTION 3 – WAIVER**

The parties acknowledge that during the negotiations which resulted in this contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this contract. Therefore, for the life of this contract the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter referred to or covered in this contract and with respect to any subject matter not



specifically referred to or covered in this contract, unless otherwise mutually agreed, or as may otherwise be set forth in R.C. Section 4117.

#### **SECTION 4 – JOINT COMMITTEE**

The Superintendent, Elementary Principal and one (1) teacher from each grade level shall meet, no later than September 15<sup>th</sup> annually, to develop methods to accommodate the need for team planning, conference and intervention time.

#### **SECTION 5 – NEGOTIATION PROCEDURE**

Negotiations shall be conducted pursuant to R.C. 4117.14; provided however, that the parties shall neither utilize nor participate in fact finding. Should either party request mediation, and there is a mutual agreement to mediate, the mediator will be from the Federal Mediation and Conciliation Service. Nothing in this agreement shall restrict the rights of the MUEA as set forth in R.C. 4117.14 (D) (2), provided the MUEA has given the Board and SERB the requisite notices.

#### **SECTION 6 - ACADEMIC DISTRESS**

Academic Distress Commission: According to section 3302.10 of the Ohio Revised Code, it is required that the subject of an Academic Distress Commission must be included in the bargaining process and conclude with the inclusion of a related provision in the collective bargaining agreement.

ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet the requirements of state law for the superintendent of public instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provisions of ORC Section 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

#### **SECTION 7 – SUPPLEMENTAL SALARY SCHEDULE COMMITTEE**

A joint committee made up of an equal number of members appointed by the Superintendent and the President of the MUEA shall meet no later than November 1, 2017. Additional meetings may be scheduled as needed by mutual agreement of the committee members. The committee shall be charged with the responsibility of reviewing the current supplemental salary schedule and submitting a written recommendation regarding any changes in the compensation structure of the schedule. The written recommendation must be submitted to the Superintendent and to the President of the MUEA no later than February 1, 2019 and will be considered during the next negotiation process.

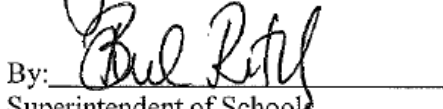
**SECTION 8 - DURATION OF AGREEMENT**

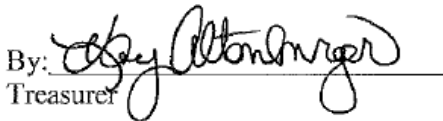
This Agreement shall remain in full force and effect from July 1, 2017 through June 30, 2019.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on this 21st day of August, 2017


MILTON-UNION  
BOARD OF EDUCATION

By:   
Vice President, Board of Education

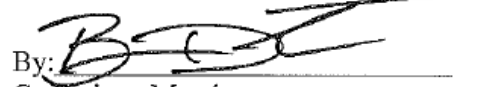
By:   
Superintendent of Schools

By:   
Treasurer

MILTON-UNION  
EDUCATION ASSOCIATION

By:   
Association President

By:   
Negotiations Chairperson

By:   
Committee Member

## **ADDENDUMS**

**ADDENDUM A1 – 2017-2018 SALARY SCHEDULE**  
(includes 2.5% increase to the base salary)

Yrs of Completed Teaching	Salary Step	Bachelor's Degree II		Bachelor's Degree w/150 Sem Hrs or 15 Sem Hrs III		Bachelor's Degree + 24 Sem. Hrs. IV		Master's Degree V		Master's Degree + 24 Sem. Hrs. VI	
		Index	Dollars	Index	Dollars	Index	Dollars	Index	Dollars	Index	Dollars
0	0	1.0000	\$36,931	1.0470	\$38,667	1.0700	\$39,516	1.1000	\$40,624	1.1500	\$42,471
1	1	1.0440	\$38,556	1.0940	\$40,403	1.1200	\$41,363	1.1520	\$42,545	1.2030	\$44,428
2	2	1.0880	\$40,181	1.1410	\$42,138	1.1700	\$43,209	1.2040	\$44,465	1.2560	\$46,385
3	3	1.1320	\$41,806	1.1880	\$43,874	1.2200	\$45,056	1.2560	\$46,385	1.3090	\$48,343
4	4	1.1760	\$43,431	1.2350	\$45,610	1.2700	\$46,902	1.3080	\$48,306	1.3620	\$50,300
5	5	1.2200	\$45,056	1.2820	\$47,346	1.3200	\$48,749	1.3600	\$50,226	1.4150	\$52,257
6	6	1.2640	\$46,681	1.3290	\$49,081	1.3700	\$50,595	1.4120	\$52,147	1.4680	\$54,215
7	7	1.3080	\$48,306	1.3760	\$50,817	1.4200	\$52,442	1.4640	\$54,067	1.5210	\$56,172
8	8	1.3520	\$49,931	1.4230	\$52,553	1.4700	\$54,289	1.5160	\$55,987	1.5740	\$58,129
9	9	1.3960	\$51,556	1.4700	\$54,289	1.5200	\$56,135	1.5680	\$57,908	1.6270	\$60,087
10	10	1.4400	\$53,181	1.5170	\$56,024	1.5700	\$57,982	1.6200	\$59,828	1.6800	\$62,044
11	11	1.4840	\$54,806	1.5640	\$57,760	1.6200	\$59,828	1.6720	\$61,749	1.7330	\$64,001
12	12	1.5280	\$56,431	1.6110	\$59,496	1.6700	\$61,675	1.7240	\$63,669	1.7860	\$65,959
13	13	1.5720	\$58,056	1.6580	\$61,232	1.7200	\$63,521	1.7760	\$65,589	1.8390	\$67,916
15	15	1.6160	\$59,680	1.7050	\$62,967	1.7700	\$65,368	1.8280	\$67,510	1.8920	\$69,873
18	18	1.6410	\$60,604	1.7285	\$63,835	1.7950	\$66,291	1.8540	\$68,470	1.9180	\$70,834
20	20	1.6600	\$61,305	1.7520	\$64,703	1.8200	\$67,214	1.8800	\$69,430	1.9450	\$71,831
25	25	1.7040	\$62,930	1.7990	\$66,439	1.8700	\$69,061	1.9320	\$71,351	1.9980	\$73,788
30	30	1.7330	\$64,001	1.8300	\$67,584	1.9020	\$70,243	1.9660	\$72,606	2.0330	\$75,081

The longevity increment is paid for twenty (20) years of experience credit with no more than ten (10) years of transferable experience credit allowed.

**CLASSIFICATION OF TEACHERS**

- I. Less than a Bachelor Degree (Salary computed at 85% of Classification II)
- II. Bachelor Degree
- III. Bachelor Degree with (a) 150 semester hours at time of graduation, or (b) 15 semester hours earned since issuance of first provisional certificate.
- IV. Bachelor Degree with 24 semester hours earned since issuance of first provisional certificate.
- V. Masters Degree
- VI. Masters Degree plus 24 graduate semester hours earned since issuance of Masters Degree.

EFFECTIVE: 7/1/2017

**ADDENDUM A2 - 2018-2019 SALARY SCHEDULE**  
(includes 2.5% increase to the base salary)

Yrs of Completed Teaching	Salary Step	Bachelor's Degree II		Bachelor's Degree w/150 Sem Hrs or 15 Sem Hrs III		Bachelor's Degree + 24 Sem. Hrs. IV		Master's Degree V		Master's Degree + 24 Sem. Hrs. VI	
		Index	Dollars	Index	Dollars	Index	Dollars	Index	Dollars	Index	Dollars
0	0	1.0000	\$37,854	1.0470	\$39,633	1.0700	\$40,504	1.1000	\$41,639	1.1500	\$43,532
1	1	1.0440	\$39,520	1.0940	\$41,412	1.1200	\$42,396	1.1520	\$43,608	1.2030	\$45,538
2	2	1.0880	\$41,185	1.1410	\$43,191	1.1700	\$44,289	1.2040	\$45,576	1.2560	\$47,545
3	3	1.1320	\$42,851	1.1880	\$44,971	1.2200	\$46,182	1.2560	\$47,545	1.3090	\$49,551
4	4	1.1760	\$44,516	1.2350	\$46,750	1.2700	\$48,075	1.3080	\$49,513	1.3620	\$51,557
5	5	1.2200	\$46,182	1.2820	\$48,529	1.3200	\$49,967	1.3600	\$51,481	1.4150	\$53,563
6	6	1.2640	\$47,847	1.3290	\$50,308	1.3700	\$51,860	1.4120	\$53,450	1.4680	\$55,570
7	7	1.3080	\$49,513	1.3760	\$52,087	1.4200	\$53,753	1.4640	\$55,418	1.5210	\$57,576
8	8	1.3520	\$51,179	1.4230	\$53,866	1.4700	\$55,645	1.5160	\$57,387	1.5740	\$59,582
9	9	1.3960	\$52,844	1.4700	\$55,645	1.5200	\$57,538	1.5680	\$59,355	1.6270	\$61,588
10	10	1.4400	\$54,510	1.5170	\$57,425	1.5700	\$59,431	1.6200	\$61,323	1.6800	\$63,595
11	11	1.4840	\$56,175	1.5640	\$59,204	1.6200	\$61,323	1.6720	\$63,292	1.7330	\$65,601
12	12	1.5280	\$57,841	1.6110	\$60,983	1.6700	\$63,216	1.7240	\$65,260	1.7860	\$67,607
13	13	1.5720	\$59,506	1.6580	\$62,762	1.7200	\$65,109	1.7760	\$67,229	1.8390	\$69,614
15	15	1.6160	\$61,172	1.7050	\$64,541	1.7700	\$67,002	1.8280	\$69,197	1.8920	\$71,620
18	18	1.6410	\$62,118	1.7285	\$65,431	1.7950	\$67,948	1.8540	\$70,181	1.9180	\$72,604
20	20	1.6600	\$62,838	1.7520	\$66,320	1.8200	\$68,894	1.8800	\$71,166	1.9450	\$73,626
25	25	1.7040	\$64,503	1.7990	\$68,099	1.8700	\$70,787	1.9320	\$73,134	1.9980	\$75,632
30	30	1.7330	\$65,601	1.8300	\$69,273	1.9020	\$71,998	1.9660	\$74,421	2.0330	\$76,957

The longevity increment is paid for twenty (20) years of experience credit with no more than ten (10) years of transferable experience credit allowed.

**CLASSIFICATION OF TEACHERS**

- I. Less than a Bachelor Degree (Salary computed at 85% of Classification II)
- II. Bachelor Degree
- III. Bachelor Degree with (a) 150 semester hours at time of graduation, or (b) 15 semester hours earned since issuance of first provisional certificate.
- IV. Bachelor Degree with 24 semester hours earned since issuance of first provisional certificate.
- V. Masters Degree
- VI. Masters Degree plus 24 graduate semester hours earned since issuance of Masters Degree.

EFFECTIVE: 7/1/2018

**ADDENDUM B1 – 2017-2018 SUPPLEMENTAL SALARY SCHEDULES**  
Effective 7/1/2017

Salary  
Base =

\$36,931
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Rounded to Nearest Dollar

Position	ATHLETIC								
		Step 1		Step 2		Step 3		Step 4	
Football	H.S. Head Coach	15	5,540	16	5,909	17	6,278	17.5	6,463
	H.S. Asst. Coach (4)	10	3,693	11	4,062	12	4,432	12.5	4,616
	HS Freshman Head Coach	6	2,216	6.5	2,401	7	2,585	7.25	2,677
	H.S. Freshman Coach Asst.	4.5	1,662	5	1,847	5.5	2,031	5.75	2,124
	M.S. Head Coach (2)	5	1,847	6	2,216	7	2,585	7.5	2,770
	M.S. Asst. Coach (2)	4.5	1,662	5	1,847	5.5	2,031	5.75	2,124
	Soccer	H.S. Boys Head Coach	8	2,954	9	3,324	10	3,693	10.5
H.S. Boys Asst. Coach		5	1,847	5.5	2,031	6	2,216	6.25	2,308
H. S. Girls Head Coach		8	2,954	9	3,324	10	3,693	10.5	3,878
H.S. Girls Asst. Coach		5	1,847	5.5	2,031	6	2,216	6.25	2,308
Basketball	H.S. Boys Head Coach	15	5,540	16	5,909	17	6,278	17.5	6,463
	H. S. Girls Head Coach	15	5,540	16	5,909	17	6,278	17.5	6,463
	H.S. Boys Res. Coach	10	3,693	11	4,062	12	4,432	12.5	4,616
	H.S. Girls Res. Coach	10	3,693	11	4,062	12	4,432	12.5	4,616
	H.S. Boys Freshman Coach	7	2,585	8	2,954	9	3,324	9.5	3,508
	H.S. Girls Freshman Coach	7	2,585	8	2,954	9	3,324	9.5	3,508
	M.S. Boys Coach (2)	5	1,847	6	2,216	7	2,585	7.5	2,770
	M.S. Girls Coach (2)	5	1,847	6	2,216	7	2,585	7.5	2,770
Wrestling	H.S. Head Coach	15	5,540	16	5,909	17	6,278	17.5	6,463
	H.S. Asst. Coach	10	3,693	11	4,062	12	4,432	12.5	4,616
	M.S. Head Coach	5	1,847	6	2,216	7	2,585	7.5	2,770
Softball & Baseball	H.S. Boys Head Coach	8	2,954	9	3,324	10	3,693	10.5	3,878
	H.S. Boys Asst. Coach	5	1,847	6	2,216	7	2,585	7.5	2,770
	H.S. Girls Head Coach	8	2,954	9	3,324	10	3,693	10.5	3,878
	H.S. Girls Asst. Coach	5	1,847	6	2,216	7	2,585	7.5	2,770
	Track	H.S. Boys/Girls Head Coach	10	3,693	11	4,062	12	4,432	12.5
H.S. Boys/Girls Asst. Coach(3)		5	1,847	6	2,216	7	2,585	7.5	2,770
M.S. Boys Coach (2)		4	1,477	4.5	1,662	5	1,847	5.25	1,939
M.S. Girls Coach (2)		4	1,477	4.5	1,662	5	1,847	5.25	1,939

ATHLETIC CONTINUED

Cross Country	H.S. Boys Coach	6	2,216	7	2,585	8	2,954	8.5	3,139
	H.S. Girls Coach	6	2,216	7	2,585	8	2,954	8.5	3,139
	M.S. Coach	3.5	1,293	4	1,477	4.5	1,662	4.75	1,754
Golf	H.S. Coach	6	2,216	7	2,585	8	2,954	8.5	3,139
	H.S. Reserve Coach	3.5	1,293	4	1,477	4.5	1,662	4.75	1,754
Tennis	H.S. Boys Coach	6	2,216	7	2,585	8	2,954	8.5	3,139
	HS Boys Asst. Coach	3.5	1,293	4	1,477	4.5	1,662	4.75	1,754
	H.S. Girls Coach	6	2,216	7	2,585	8	2,954	8.5	3,139
	H.S. Girls Asst. Coach	3.5	1,293	4	1,477	4.5	1,662	4.75	1,754
Volleyball	H.S. Head Coach	8	2,954	9	3,324	10	3,693	10.5	3,878
	H.S. Res. Coach	5	1,847	6	2,216	7	2,585	7.5	2,770
	Freshman Coach	3.75	1,385	4	1,477	4.25	1,570	4.375	1,616
	M.S. Coach (2)	3	1,108	3.5	1,293	4	1,477	4.25	1,570
Summer Physical Fitness		2	739						

a. Those Middle School and Freshman Coaches employed in extended work service will receive 2% if they are assigned to work 10-14 days or 3% if they assigned to work 15 or more days.

1. Coaches new to the system begin on the first step
2. Coaches who move from one sport to another begin at the first step of the new sport.
3. Coaches advancing to a higher level of coaching within the same sport shall get credit for previous coaching experience at Milton-Union for purposes of determining salary.

Cheerleading Advisor

H.S. Basketball Varsity/Reserve Cheer Coach (1 person)	3	1,108	4	1,477	5	1,847	5.5	2,031
H.S. Football Varsity/Reserve Cheer Coach (1 person)	3	1,108	4	1,477	5	1,847	5.5	2,031
M.S. Football Cheer Coach	1.5	554	2	739	2.5	923	2.75	1,016
M.S. Basketball Cheer Coach	1.5	554	2	739	2.5	923	2.75	1,016

Academic Coaches

Science Olympiad-HS	1	369	1.125	415	1.25	462	1.3125	485
Academic Quiz Team	2	739	2.25	831	2.5	923	2.625	969
Envirothon	1	369	1.125	415	1.25	462	1.3125	485
Power of the Pen - MS	1	369	1.125	415	1.25	462	1.3125	485
Math Counts - MS	1	369	1.125	415	1.25	462	1.3125	485
National Jr Honor Society - MS	1	369	1.125	415	1.25	462	1.3125	485

ATHLETIC CONTINUED

Science Olympiad - MS	1	369	1.125	415	1.25	462	1.3125	485
Geography Club - MS	1	369	1.125	415	1.25	462	1.3125	485
Art Club	1	369	1.125	415	1.25	462	1.3125	485

CURRICULAR / CO-CURRICULAR

Position		Step 1		Step 2		Step 3		Step 4	
Annual Advisor- HS		2.75	1,016	3	1,108	3.25	1,200	3.375	1,246
Annual Advisor-MS		1	369	1.25	462	1.5	554	1.625	600
Band Director		15	5,540	15.25	5,632	15.5	5,724	15.625	5,770
Asst. Band Director (Fall)		7	2,585	7.25	2,677	7.5	2,770	7.625	2,816
Percussion Line (Winter)		2	739	2.25	831	2.5	923	2.625	969
Color Guard Advisor		7	2,585	7.25	2,677	7.5	2,770	7.625	2,816
Winterguard		2	739	2.25	831	2.5	923	2.625	969
Choir Director- HS		7	2,585	7.25	2,677	7.5	2,770	7.625	2,816
Club Advisors:	Drama-HS	2	739	2.25	831	2.5	923	2.625	969
	Drama-MS	2	739	2.25	831	2.5	923	2.625	969
	Drama- Elem.	2	739	2.25	831	2.5	923	2.625	969
	FTA Bulldog	2	739	2.25	831	2.5	923	2.625	969
	Pride	2	739	2.25	831	2.5	923	2.625	969
	Varsity M Club	2	739	2.25	831	2.5	923	2.625	969
	National Honor Society	2	739	2.25	831	2.5	923	2.625	969
	Newspaper- HS	2	739	2.25	831	2.5	923	2.625	969
	Newspaper- MS	2	739	2.25	831	2.5	923	2.625	969
	Student Council- HS	2	739	2.25	831	2.5	923	2.625	969
	Student Council- MS	2	739	2.25	831	2.5	923	2.625	969
Elem. Safety Patrol Director		2	739	2.25	831	2.5	923	2.625	969
Musical Director		7	2,585	7.25	2,677	7.5	2,770	7.625	2,816
Asst. Musical Director		5	1,847	5.25	1,939	5.5	2,031	5.625	2,077



Class	Senior		
Advisors:	Class	2.5	923
	Junior		
	Class	4.5	1,662
	Asst. Junior		
	Class	3.5	1,293
	Sophomore		
	Class	2.5	923
	Freshman		
	Class	2.5	923

E.S. Substitute Coverage \$30.00 / day

Home Instruction \$20.00 / hr.

Individual Education Plan (I.E.P.) Mtgs. \$20.00 / hr.

Insurance Committee \$20.00 / hr.

Internal Substitution \$20.00 / hr.

Intervention Assistance Team (I.A.T.) Mtgs. \$20.00 / hr.

Local Professional Development Committee (LPDC) Representatives \$20.00 /hr., Max of \$1000/year

Local Professional Development Committee (LPDC) Chair & Recorder \$20.00 Per Meeting plus hourly rate

Special Education Stipend \$765.00

Study Table \$20.00 / hr.

Extended Service- Vocational Per Diem Rate

Extended Service- Guidance Counselor, H.S. Per Diem Rate

Extended Service- Guidance Counselor, M.S. Per Diem Rate

Extended Service- Lowry Land Lab Resource Teacher Per Diem Rate

Extended Service- Nurse Per Diem Rate

**ADDENDUM B2 – 2018-2019 SUPPLEMENTAL SALARY SCHEDULES**  
Effective 7/1/2018

Salary Base = 

\$37,854

Rounded to Nearest Dollar

<u>Position</u>	ATHLETIC									
		Step 1		Step 2		Step 3		Step 4		
Football	H.S. Head Coach	15	5,678	16	6,057	17	6,435	17.5	6,624	
	H.S. Asst. Coach (4)	10	3,785	11	4,164	12	4,542	12.5	4,732	
	HS Freshman Head Coach	6	2,271	6.5	2,461	7	2,650	7.25	2,744	
	H.S. Freshman Coach Asst.	4.5	1,703	5	1,893	5.5	2,082	5.75	2,177	
	M.S. Head Coach (2)	5	1,893	6	2,271	7	2,650	7.5	2,839	
	M.S. Asst. Coach (2)	4.5	1,703	5	1,893	5.5	2,082	5.75	2,177	
Soccer	H.S. Boys Head Coach	8	3,028	9	3,407	10	3,785	10.5	3,975	
	H.S. Boys Asst. Coach	5	1,893	5.5	2,082	6	2,271	6.25	2,366	
	H. S. Girls Head Coach	8	3,028	9	3,407	10	3,785	10.5	3,975	
	H.S. Girls Asst. Coach	5	1,893	5.5	2,082	6	2,271	6.25	2,366	
Basketball	H.S. Boys Head Coach	15	5,678	16	6,057	17	6,435	17.5	6,624	
	H. S. Girls Head Coach	15	5,678	16	6,057	17	6,435	17.5	6,624	
	H.S. Boys Res. Coach	10	3,785	11	4,164	12	4,542	12.5	4,732	
	H.S. Girls Res. Coach	10	3,785	11	4,164	12	4,542	12.5	4,732	
	H.S. Boys Freshman Coach	7	2,650	8	3,028	9	3,407	9.5	3,596	
	H.S. Girls Freshman Coach	7	2,650	8	3,028	9	3,407	9.5	3,596	
	M.S. Boys Coach (2)	5	1,893	6	2,271	7	2,650	7.5	2,839	
	M.S. Girls Coach (2)	5	1,893	6	2,271	7	2,650	7.5	2,839	
Wrestling	H.S. Head Coach	15	5,678	16	6,057	17	6,435	17.5	6,624	
	H.S. Asst. Coach	10	3,785	11	4,164	12	4,542	12.5	4,732	
	M.S. Head Coach	5	1,893	6	2,271	7	2,650	7.5	2,839	
Softball & Baseball	H.S. Boys Head Coach	8	3,028	9	3,407	10	3,785	10.5	3,975	
	H.S. Boys Asst. Coach	5	1,893	6	2,271	7	2,650	7.5	2,839	
	H.S. Girls Head Coach	8	3,028	9	3,407	10	3,785	10.5	3,975	
	H.S. Girls Asst. Coach	5	1,893	6	2,271	7	2,650	7.5	2,839	
Track	H.S. Boys/Girls Head Coach	10	3,785	11	4,164	12	4,542	12.5	4,732	
	H.S. Boys/Girls Asst. Coach(3)	5	1,893	6	2,271	7	2,650	7.5	2,839	
	M.S. Boys Coach (2.)	4	1,514	4.5	1,703	5	1,893	5.25	1,987	
	M.S. Girls Coach (2)	4	1,514	4.5	1,703	5	1,893	5.25	1,987	
Cross Country	H.S. Boys Coach	6	2,271	7	2,650	8	3,028	8.5	3,218	
	H.S. Girls Coach	6	2,271	7	2,650	8	3,028	8.5	3,218	
	M.S. Coach	3.5	1,325	4	1,514	4.5	1,703	4.75	1,798	

ATHLETIC CONTINUED

Golf	H.S. Coach	6	2,271	7	2,650	8	3,028	8.5	3,218
	H.S. Reserve Coach	3.5	1,325	4	1,514	4.5	1,703	4.75	1,798
Tennis	H.S. Boys Coach	6	2,271	7	2,650	8	3,028	8.5	3,218
	HS Boys Asst. Coach	3.5	1,325	4	1,514	4.5	1,703	4.75	1,798
	H.S. Girls Coach	6	2,271	7	2,650	8	3,028	8.5	3,218
	H.S. Girls Asst. Coach	3.5	1,325	4	1,514	4.5	1,703	4.75	1,798
Volleyball	H.S. Head Coach	8	3,028	9	3,407	10	3,785	10.5	3,975
	H.S. Res. Coach	5	1,893	6	2,271	7	2,650	7.5	2,839
	Freshman Coach	3.75	1,420	4	1,514	4.25	1,609	4.375	1,656
	M.S. Coach (2)	3	1,136	3.5	1,325	4	1,514	4.25	1,609
Summer Physical Fitness		2	757						

- a. Those Middle School and Freshman Coaches employed in extended work service will receive 2% if they are assigned to work 10-14 days or 3% if they are assigned to work 15 or more days.
1. Coaches new to the system begin on the first step
  2. Coaches who move from one sport to another begin at the first step of the new sport.
  3. Coaches advancing to a higher level of coaching within the same sport shall get credit for previous coaching experience at Milton-Union for purposes of determining salary.

ATHLETIC CONTINUED

Cheerleading Advisor

H.S. Basketball Varsity/Reserve Cheer Coach (1 person)	3	1,136	4	1,514	5	1,893	5.5	2,082
H.S. Football Varsity/Reserve Cheer Coach (1 person)	3	1,136	4	1,514	5	1,893	5.5	2,082
M.S. Football Cheer Coach	1.5	568	2	757	2.5	946	2.75	1,041
M.S. Basketball Cheer Coach	1.5	568	2	757	2.5	946	2.75	1,041

Academic Coaches

Science Olympiad-HS	1	379	1.125	426	1.25	473	1.3125	497
Academic Quiz Team	2	757	2.25	852	2.5	946	2.625	994
Envirothon	1	379	1.125	426	1.25	473	1.3125	497
Power of the Pen - MS	1	379	1.125	426	1.25	473	1.3125	497
Math Counts - MS	1	379	1.125	426	1.25	473	1.3125	497
National Jr Honor Society - MS	1	379	1.125	426	1.25	473	1.3125	497
Science Olympiad - MS	1	379	1.125	426	1.25	473	1.3125	497
Geography Club - MS	1	379	1.125	426	1.25	473	1.3125	497
Art Club	1	379	1.125	426	1.25	473	1.3125	497

CURRICULAR / CO-CURRICULAR

Position		Step 1		Step 2		Step 3		Step 4	
Annual Advisor- HS		2.75	1,041	3	1,136	3.25	1,230	3.375	1,278
Annual Advisor- MS		1	379	1.25	473	1.5	568	1.625	615
Band Director		15	5,678	15.25	5,773	15.5	5,867	15.625	5,915
Asst. Band Director (Fall)		7	2,650	7.25	2,744	7.5	2,839	7.625	2,886
Percussion Line (Winter)		2	757	2.25	852	2.5	946	2.625	994
Color Guard Advisor		7	2,650	7.25	2,744	7.5	2,839	7.625	2,886
Winterguard		2	757	2.25	852	2.5	946	2.625	994
Choir Director- HS		7	2,650	7.25	2,744	7.5	2,839	7.625	2,886
Club Advisors:	Drama-HS	2	757	2.25	852	2.5	946	2.625	994
	Drama-MS	2	757	2.25	852	2.5	946	2.625	994
	Drama-Elem.	2	757	2.25	852	2.5	946	2.625	994
	FTA	2	757	2.25	852	2.5	946	2.625	994
	Bulldog Pride	2	757	2.25	852	2.5	946	2.625	994
	Varsity M Club	2	757	2.25	852	2.5	946	2.625	994
	National Honor Society	2	757	2.25	852	2.5	946	2.625	994
	Newspaper-HS	2	757	2.25	852	2.5	946	2.625	994
	Newspaper-MS	2	757	2.25	852	2.5	946	2.625	994
	Student Council-HS	2	757	2.25	852	2.5	946	2.625	994
	Student Council-MS	2	757	2.25	852	2.5	946	2.625	994
Elem. Safety Patrol Director		2	757	2.25	852	2.5	946	2.625	994
Musical Director		7	2,650	7.25	2,744	7.5	2,839	7.625	2,886
Asst. Musical Director		5	1,893	5.25	1,987	5.5	2,082	5.625	2,129
Class Advisors:	Senior Class	2.5	946						
	Junior Class	4.5	1,703						
	Asst. Junior Class	3.5	1,325						
	Sophomore Class	2.5	946						
	Freshman Class	2.5	946						

E.S. Substitute Coverage	\$30.00 / day
Home Instruction	\$20.00 / hr.
Individual Education Plan (I.E.P.) Mtgs.	\$20.00 / hr.
Insurance Committee	\$20.00 / hr.
Internal Substitution	\$20.00 / hr.
Intervention Assistance Team (I.A.T.) Mtgs.	\$20.00 / hr.
Local Professional Development Committee (LPDC) Representatives	\$20.00 /hr. MAX of \$1000/year
Local Professional Development Committee (LPDC) Chair & Recorder	\$20.00 Per Meeting plus hourly rate
Special Education Stipend	\$765.00
Study Table	\$20.00 / hr.
Extended Service- Vocational	Per Diem Rate
Extended Service- Guidance Counselor, H.S.	Per Diem Rate
Extended Service- Guidance Counselor, M.S.	Per Diem Rate
Extended Service- Lowry Land Lab Resource Teacher	Per Diem Rate
Extended Service- Nurse	Per Diem Rate

## ADDENDUM C – BENEFIT DESCRIPTIONS

### UHC PPO PLAN

#### Addendum C



**Milton-Union Exempted Village Schools PPO Plan** Coverage Period: 10/01/2016 – 09/30/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.myuhc.com](http://www.myuhc.com) or by calling 1-866-633-2446.


Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: <b>\$100</b> Individual / <b>\$300</b> Family Non-Network: <b>\$200</b> Individual / <b>\$600</b> Family Per calendar year. Does not apply to copays, prescription drugs, and services listed below as "No Charge".	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. The <b>deductible</b> starts over January 1st. See the Common Medical Events chart for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other deductibles for specific services?	No. There are no other <b>deductibles</b> .	You don't have to meet <b>deductibles</b> for specific services, but see the Common Medical Events chart for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Network: <b>\$1,000</b> Individual / <b>\$2,000</b> Family Non-Network: <b>\$1,500</b> Individual / <b>\$3,000</b> Family Prescription drugs have a separate limit of <b>\$3,000</b> Individual / <b>\$6,000</b> Family Network and non-network combined.	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain Pre-Notification for services.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The Common Medical Events chart describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes, this plan uses network <b>providers</b> . If you use a non-network <b>provider</b> your cost may be more. For a list of network <b>providers</b> , see <a href="http://www.myuhc.com">www.myuhc.com</a> or call 1-866-633-2446 for a list of network providers.	If you use a network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your network doctor or hospital may use a non-network <b>provider</b> for some services. Plans use the term network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the Common Medical Events chart for how this plan pays different kinds of <b>providers</b> .
Do I need a referral to see a specialist?	No. You don't need a referral to see a <b>specialist</b> .	You can see the <b>specialist</b> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed under Services Your Plan Does NOT Cover. See your policy or plan document for additional information about <b>excluded services</b> .

**Questions:** Call 1-866-633-2446 or visit us at [www.myuhc.com](http://www.myuhc.com). If you aren't clear about any of the terms used in this form, see the Glossary.

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You can view the Glossary at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call the phone number above to request a copy. **This is only a summary.**

It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.

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**Co-payments (copays)** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Co-insurance (co-ins)** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles, co-payments and co-insurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 copay per visit	30% co-ins, after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	\$10 copay per visit	30% co-ins, after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	\$10 copay per visit of Manipulative (Chiropractic) services	30% co-ins, after ded. for Manipulative (Chiropractic) services	Any combination of outpatient rehabilitation services is limited to 50 visits per calendar year. Pre-Notification is required non-network or benefit reduces to 50%.
	Preventive care / screening / immunization	No Charge	30% co-ins*, after ded.	Includes preventive health services specified in the health care reform law. *Deductible/co-ins may not apply to certain services.
If you have a test	Diagnostic test (x-ray, blood work)	10% co-ins, after ded.	30% co-ins, after ded.	None
	Imaging (CT / PET scans, MRIs)	10% co-ins, after ded.	30% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option	Retail: \$10 copay Mail-Order: \$20 copay	Retail: \$10 copay Mail-Order: Not Covered	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply



**Milton-Union Exempted Village Schools PPO Plan**

Coverage Period: 10/01/2016 – 09/30/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
More information about prescription drug coverage is available at <a href="http://www.myuhc.com">www.myuhc.com</a>	Tier 2 – Your Midrange-Cost Option	Retail: 25% co-ins, Minimum \$15 up to a maximum of \$35 Mail Order: 17% co-ins, Minimum \$30 up to a maximum of \$70	Retail: 25% co-ins, Minimum \$15 up to a maximum of \$35 Mail Order: Not Covered	Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a Pre-Notification requirement or may result in a higher cost. If you use a non-network Pharmacy, you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 Contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.
	Tier 3 – Your Highest-Cost Option	Retail: \$45 copay Mail-Order: \$90 copay	Retail: \$45 copay Mail-Order: Not Covered	
	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% co-ins, after ded.	30% co-ins, after ded.	None
	Physician / surgeon fees	10% co-ins, after ded.	30% co-ins, after ded.	None
If you need immediate medical attention	Emergency room services	\$50 copay per visit	Same as Network	Copay is waived if you are admitted for Inpatient Stay directly from Emergency Room. Notification is required if confined in a non-Network Hospital.
	Emergency medical transportation	10% co-ins, after ded.	Same as Network	None
	Urgent care	\$35 copay per visit	30% co-ins, after ded.	If you receive services in addition to urgency care, additional copays, deductibles, or co-ins may apply.





**Milton-Union Exempted Village Schools PPO Plan**

Coverage Period: 10/01/2016 – 09/30/2017

Summary of Benefits and Coverage: What This Plan Covers & What It Costs

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 copay per Inpatient Stay	30% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Physician / surgeon fees	10% co-ins, after ded.	30% co-ins, after ded.	None
If you have mental health, behavioral health, or substance abuse needs	Mental / Behavioral health outpatient services	\$10 copay per visit	30% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Mental / Behavioral health inpatient services	\$250 copay per Inpatient Stay	30% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Substance use disorder outpatient services	\$10 copay per visit	30% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
	Substance use disorder inpatient services	\$250 copay per Inpatient Stay	30% co-ins, after ded.	Pre-Notification is required non-network or benefit reduces to 50%.
If you become pregnant	Prenatal and postnatal care	10% co-ins, after ded.	30% co-ins, after ded.	Additional copays, deductibles, or co-ins may apply. Network routine pre-natal care is covered at No Charge.
	Delivery and all inpatient services	\$250 copay per Inpatient Stay	30% co-ins, after ded.	Additional copays, deductibles or co-ins may apply. Inpatient Pre-Notification may apply non-network.
If you have a recovery or other special health needs	Home health care	10% co-ins, after ded.	30% co-ins, after ded.	Limited to 60 visits per calendar year. (1 visit equals up to 4 hours of skilled care services) Pre-Notification is required non-network or benefit reduces to 50%.
	Rehabilitation services	\$10 copay per outpatient visit	30% co-ins, after ded.	Any combination of outpatient rehabilitation services is limited to 50 visits per calendar year.
	Habilitation services	Not Covered	Not Covered	No coverage for Habilitation services.



**Milton-Union Exempted Village Schools PPO Plan**

Coverage Period: 10/01/2016 – 09/30/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs

Coverage for: Employee & Family

Plan Type: PS1

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Network Provider	Non-Network Provider	
	Skilled nursing care	10% co-ins, after ded.	30% co-ins, after ded.	Skilled nursing care benefits are limited to 300 days per calendar year. Inpatient Rehabilitation services are limited to 120 days per calendar year. Pre-Notification is required non-network or benefit reduces to 50%.
	Durable medical equipment	20% co-ins, after ded.	50% co-ins, after ded.	Pre-Notification is required non-network for DME over \$1,000 or no coverage. Covers 1 per type of DME (including repair/replacement) every 3 years.
	Hospice service	10% co-ins, after ded.	30% co-ins, after ded.	Inpatient Pre-Notification is required for non-network or benefit reduces to 50%.
<b>If your child needs dental or eye care</b>	Eye exam	\$10 copay per visit	Not Covered	Limited to 1 exam every 1 year. No coverage non-network.
	Glasses	Not Covered	Not Covered	No coverage for Glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for Dental check-up.

**Excluded Services & Other Covered Services**

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)		
<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Bariatric Surgery</li> <li>Cosmetic Surgery</li> <li>Dental Care (Adult/Child)</li> </ul>	<ul style="list-style-type: none"> <li>Glasses</li> <li>Habilitation Services</li> <li>Hearing aids</li> <li>Infertility Treatment</li> <li>Long-term care</li> </ul>	<ul style="list-style-type: none"> <li>Non-emergency care when traveling outside the U.S.</li> <li>Private-duty nursing</li> <li>Routine foot care</li> <li>Weight Loss Programs</li> </ul>
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)		
<ul style="list-style-type: none"> <li>Chiropractic care - may be covered with limitations</li> </ul>	<ul style="list-style-type: none"> <li>Routine eye care (Adult) - may be covered with limitations</li> </ul>	



### Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or visit <http://www.dol.gov/ebsa>, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or visit <http://www.cciio.cms.gov>.

### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or visit [www.myuhc.com](http://www.myuhc.com).

Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) and <http://cciio.cms.gov/programs/consumer/capgrants/index.html>.

### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

### Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

### Language Access Services:

Para obtener asistencia en español, llame al número de teléfono en su tarjeta de identificación.

若需要中文协助，请拨打您会员卡上的电话号码


Dine K'ehji shich'i hadoodzih ninizingo, bee neehozin biniyee nanitinigii number bikaa'igii bich'i' hodiilinih

Para sa tulong sa Tagalog, tawagan ang numero sa iyong

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

**About these Coverage Examples:**

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

**Having a baby**  
(normal delivery)

- Amount owed to providers: \$7,540
- Plan Pays \$6,640
- Patient Pays \$900

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$100
Co-pays	\$300
Co-insurance	\$300
Limits or exclusions	\$200
<b>Total</b>	<b>\$900</b>

**Managing type 2 diabetes**  
(routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan Pays \$4,420
- Patient Pays \$980

**Sample care costs:**

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$100
Co-pays	\$800
Co-insurance	\$0
Limits or exclusions	\$80
<b>Total</b>	<b>\$980</b>



Questions and answers about Coverage Examples:

<p><b>What are some of the assumptions behind the Coverage Examples?</b></p> <ul style="list-style-type: none"> <li>Costs don't include <b>premiums</b>.</li> <li>Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.</li> <li>The patient's condition was not an excluded or preexisting condition.</li> <li>All services and treatments started and ended in the same coverage period.</li> <li>There are no other medical expenses for any member covered under this plan.</li> <li>Out-of-pocket expenses are based only on treating the condition in the example.</li> <li>The patient received all care from in-network <b>providers</b>. If the patient had received care from out-of-network <b>providers</b>, costs would have been higher.</li> <li>If other than individual coverage, the Patient Pays amount may be more.</li> </ul>	<p><b>What does a Coverage Example show?</b></p> <p>For each treatment situation, the Coverage Example helps you see how <b>deductibles</b>, <b>co-payments</b>, and <b>co-insurance</b> can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p>	<p><b>Can I use Coverage Examples to compare plans?</b></p> <p>✓ <b>Yes</b>. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides</p>
	<p><b>Does the Coverage Example predict my own care needs?</b></p> <p>✗ <b>No</b>. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p><b>Does the Coverage Example predict my future expenses?</b></p> <p>✗ <b>No</b>. Coverage Examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your <b>providers</b> charge, and the reimbursement your health plan allows.</p>	<p><b>Are there other costs I should consider when comparing plans?</b></p> <p>✓ <b>Yes</b>. An important cost is the <b>premium</b> you pay. Generally, the lower your <b>premium</b>, the more you'll pay in out-of-pocket costs, such as <b>co-payments</b>, <b>deductibles</b>, and <b>co-insurance</b>. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>

**Questions:** Call 1-866-633-2446 or visit us at [www.myuhc.com](http://www.myuhc.com). If you aren't clear about any of the terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call the phone number above to request a copy. **This is only a summary.** It in no way modifies your benefits as described in your plan documents. Please refer to your plan documents provided by your employer for complete terms of this plan.

UHC CERTIFIED HSA



Milton Union HSA Plan

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [welcometouhc.com](http://welcometouhc.com) or by calling 1-866-314-0335.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: \$2,000 *Individual / \$4,000 Family Non-Network: \$4,000 *Individual / \$8,000 Family Per calendar year. Services listed below as "No Charge" do not apply to the <u>deductible</u> . *Doesn't apply if policy covers 2+ people.	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. The <u>deductible</u> starts over January 1st. See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Network: \$2,000 *Individual / \$4,000 Family Non-Network: \$4,000 *Individual / \$8,000 Family *Doesn't apply if policy covers 2+ people.	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	<u>Premium</u> , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain pre-notification for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of <u>network providers</u> , see <a href="http://myuhc.com">myuhc.com</a> or call 1-866-314-0335.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-866-314-0335 or visit us at [welcometouhc.com](http://welcometouhc.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf](http://cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf) or call the phone number above to request a copy.

- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles, copayments and coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care <b>provider's</b> office or clinic	Primary care visit to treat an injury or illness	0% co-ins after ded.	20% co-ins after ded.	None
	Specialist visit	0% co-ins after ded.	20% co-ins after ded.	None
	Other practitioner office visit	0% co-ins after ded.	20% co-ins after ded.	Cost share applies to manipulative (chiropractic) services only and any combinations of outpatient rehabilitation services are limited to 50 visits per calendar year. Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Preventive care / screening / immunization	No Charge	20% co-ins after ded.	Includes preventive health services specified in the health care reform law.
If you have a test	Diagnostic test (x-ray, blood work)	0% co-ins after ded.	20% co-ins after ded.	None
	Imaging (CT / PET scans, MRIs)	0% co-ins after ded.	20% co-ins after ded.	None
If you need drugs to treat your illness or condition	Tier 1 – Your Lowest-Cost Option	Retail: \$0 copay after ded. Mail-Order: \$0 copay after ded.	Retail: \$0 copay after ded.	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply

Common Medical Event	Services You May Need	Your Cost if You Use a Network Provider	Your Cost if You Use a Non-Network Provider	Limitations & Exceptions
More information about <u>prescription drug coverage</u> is available at <a href="http://myuhc.com">myuhc.com</a>	Tier 2 – Your Midrange-Cost Option	Retail: \$0 copay after ded. Mail-Order: \$0 copay after ded.	Retail: \$0 copay after ded.	You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a pre-notification requirement or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. If a dispensed drug has a chemically equivalent drug at a lower tier, the cost difference between drugs in addition to any applicable copay and/or coins may be applied. Tier 1 contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered. Prescription drug costs are subject to the annual deductible.
	Tier 3 – Your Highest-Cost Option	Retail: \$0 copay after ded. Mail-Order: \$0 copay after ded.	Retail: \$0 copay after ded.	
	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% co-ins after ded.	20% co-ins after ded.	None
	Physician / surgeon fees	0% co-ins after ded.	20% co-ins after ded.	None
If you need immediate medical attention	Emergency room services	0% co-ins after ded.	*0% co-ins after ded.	*Network deductible applies
	Emergency medical transportation	0% co-ins after ded.	*0% co-ins after ded.	*Network deductible applies
	Urgent care	0% co-ins after ded.	20% co-ins after ded.	None





## Milton Union HSA Plan

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you have a hospital stay	Facility fee (e.g., hospital room)	0% co-ins after ded.	20% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Physician / surgeon fees	0% co-ins after ded.	20% co-ins after ded.	None
If you have mental health, behavioral health, or substance abuse needs	Mental / Behavioral health outpatient services	0% co-ins after ded.	20% co-ins after ded.	Pre-notification is required non-network for certain services or benefit reduces to 50% of eligible expenses.
	Mental / Behavioral health inpatient services	0% co-ins after ded.	20% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Substance use disorder outpatient services	0% co-ins after ded.	20% co-ins after ded.	Pre-notification is required non-network for certain services or benefit reduces to 50% of eligible expenses.
	Substance use disorder inpatient services	0% co-ins after ded.	20% co-ins after ded.	Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
If you are pregnant	Prenatal and postnatal care	No Charge	20% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
	Delivery and all inpatient services	0% co-ins after ded.	20% co-ins after ded.	Inpatient pre-notification may apply.
If you need help recovering or have other special health needs	Home health care	0% co-ins after ded.	20% co-ins after ded.	Limited to 60 visits per calendar year. Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Rehabilitation services	0% co-ins after ded.	20% co-ins after ded.	Any combination of outpatient rehabilitation services is limited to 50 visits per calendar year. Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Habilitative services	0% co-ins after ded.	20% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above.



## Milton Union HSA Plan

Coverage Period: 01/01/2017 – 12/31/2017

Summary of Benefits and Coverage: What This Plan Covers & What it Costs Coverage for: Employee & Family Plan Type: PS1

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
	Skilled nursing care	0% co-ins after ded.	20% co-ins after ded.	Limited to 300 days per calendar year (combined with inpatient rehabilitation). Facility Services are limited to 120 days per incident. Pre-notification is required non-network or benefit reduces to 50% of eligible expenses.
	Durable medical equipment	0% co-ins after ded.	20% co-ins after ded.	Pre-notification is required non-network for DME over \$1,000 or no coverage. Covers 1 per type of DME (including repair/replacement) every 3 years.
	Hospice service	0% co-ins after ded.	20% co-ins after ded.	Inpatient pre-notification is required for non-network or benefit reduces to 50% of eligible expenses.
If your child needs dental or eye care	Eye exam	0% co-ins after ded.	Not Covered	Limited to 1 exam every year. No coverage non-network.
	Glasses	Not Covered	Not Covered	No coverage for glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for dental check-up.

### Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u> .)			
<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Bariatric surgery</li> <li>Cosmetic surgery</li> </ul>	<ul style="list-style-type: none"> <li>Dental care (Adult/Child)</li> <li>Glasses (Adult/Child)</li> <li>Hearing aids</li> <li>Infertility treatment</li> </ul>	<ul style="list-style-type: none"> <li>Long-term care</li> <li>Non-emergency care when traveling outside the U.S.</li> <li>Private-duty nursing</li> </ul>	<ul style="list-style-type: none"> <li>Routine foot care</li> <li>Weight loss programs</li> </ul>
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)			
<ul style="list-style-type: none"> <li>Chiropractic care</li> </ul>	<ul style="list-style-type: none"> <li>Routine eye care (Adult/Child)</li> </ul>		



**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

**Your Grievance and Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or visit [www.myuhc.com](http://www.myuhc.com).

Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) and <http://cciio.cms.gov/programs/consumer/capgrants/index.html>.

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy does provide minimum essential coverage.

**Does this Coverage Meet the Minimum Value Standard?**

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-866-314-0335.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-866-314-0335.


Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-866-314-0335.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-314-0335.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

**About these Coverage Examples:**

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

 **This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

**Having a baby**  
(normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$5,340
- Patient pays \$2,200

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$2,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$200
<b>Total</b>	<b>\$2,200</b>

**Managing type 2 diabetes**  
(routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,320
- Patient pays \$2,080

**Sample care costs:**

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$2,000
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$80
<b>Total</b>	<b>\$2,080</b>

Questions and answers about Coverage Examples:

<p><b>What are some of the assumptions behind the Coverage Examples?</b></p> <ul style="list-style-type: none"> <li>Costs don't include <u>premiums</u>.</li> <li>Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.</li> <li>The patient's condition was not an excluded or preexisting condition.</li> <li>All services and treatments started and ended in the same coverage period.</li> <li>There are no other medical expenses for any member covered under this plan.</li> <li>Out-of-pocket expenses are based only on treating the condition in the example.</li> <li>The patient received all care from in-network <u>providers</u>. If the patient had received care from out-of-network <u>providers</u>, costs would have been higher.</li> <li>If other than individual coverage, the Patient Pays amount may be more.</li> </ul>	<p><b>What does a Coverage Example show?</b></p> <p>For each treatment situation, the Coverage Example helps you see how <u>deductibles</u>, <u>copayments</u>, and <u>coinsurance</u> can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p> <p><b>Does the Coverage Example predict my own care needs?</b></p> <p>* <b>No.</b> Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p> <p><b>Does the Coverage Example predict my future expenses?</b></p> <p>* <b>No.</b> Coverage Examples are <u>not</u> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your <u>providers</u> charge, and the reimbursement your health plan allows.</p>	<p><b>Can I use Coverage Examples to compare plans?</b></p> <p>✓ <b>Yes.</b> When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p> <p><b>Are there other costs I should consider when comparing plans?</b></p> <p>✓ <b>Yes.</b> An important cost is the <u>premium</u> you pay. Generally, the lower your <u>premium</u>, the more you'll pay in out-of-pocket costs, such as <u>copayments</u>, <u>deductibles</u>, and <u>coinsurance</u>. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
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Questions: Call 1-866-314-0335 or visit us at [welcometouhc.com](http://welcometouhc.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf](https://cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf) or call the phone number above to request a copy.

## **ADDENDUM D - DENTAL INSURANCE**

Calendar Year deductible:   \$25.00 Single  
  \$75 .00 Family

Co-Insurance:           Preventive Dentistry   -100%  
                              Minor Dentistry       - 80%  
                              Major Dentistry       - 50%  
                              Orthodontia           - 60%

Maximum calendar year benefit per person: \$1,000.00

Details and provisions of coverage are contained in the individual certificates. If you are enrolled for dental coverage but do not have an individual certificate, contact the Central Office and a copy will be ordered for you.

## **ADDENDUM E - LIFE INSURANCE**

### **Schedule of Benefits**

All employees: \$30,000

Accidental Death and Dismemberment (AD&D), is an included benefit for all life amounts. Basic and Accidental Death and Dismemberment Insurance coverage reduces to 65% when you reach age 70 and to 50% when you reach age 75.

**ADDENDUM F- JOB-SHARING APPLICATION and PROPOSAL**

Name \_\_\_\_\_ Date of Application \_\_\_\_\_

Building \_\_\_\_\_ Application for \_\_\_\_\_ School Year \_\_\_\_\_

Current Assignment/Grade/Subject: \_\_\_\_\_

Name(s) and Age(s) of Children under age 5 before the start of the next school year:

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Birthdate: \_\_\_\_\_

**PROPOSAL:**

Request to Job-Share with: \_\_\_\_\_ (teacher).

Brief Description of shared assignment requested:

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

Teaching Schedule: \_\_\_\_\_

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

Separation of Duties: \_\_\_\_\_

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

I understand the expectations of Job-Sharing, as set forth in the \_\_\_\_\_ school year Memorandum of Understanding. If my application is approved, I agree to all obligations and guidelines set forth.

\_\_\_\_\_  
(Teacher)

\_\_\_\_\_  
(Date)

Approved: _____ Disapproved: _____	_____ (Principal)	_____ (Date)
Approved: _____ Disapproved: _____	_____ (Superintendent)	_____ (Date)



**ADDENDUM G – GRIEVANCE FORM**  
**MILTON-UNION EXEMPTED VILLAGE SCHOOLS**  
**GRIEVANCE FORM**

NAME \_\_\_\_\_ Date Submitted \_\_\_\_\_  
(Person, Persons, and/or Association)  
School \_\_\_\_\_ Principal \_\_\_\_\_

STEP I (Informal)  
Briefly state the problem, indicating date of occurrence and provisions and/or policies violated:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STEP I RESPONSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

STEP II (Formal) Disposition at Step I has not been satisfactory.  
Date: \_\_\_\_\_ Signature \_\_\_\_\_

STEP II RESPONSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STEP III (Superintendent) Disposition at Step II has not been satisfactory.  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

STEP III RESPONSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

STEP IV (Binding Arbitration) Disposition at Step III has not been satisfactory.  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

STEP IV RESPONSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **ADDENDUM H - TEACHER EVALUATION PROGRAM**

### **Appraisal Objectives**

- To help teachers gain a better understanding of the scope of their duties and responsibilities as reflected in the job description.
- To increase overall job performance with support from the administrator.
- To provide teachers with feedback necessary to develop a professional growth plan.
- To provide a means for making appropriate contract recommendations.

### **Effective Teachers:**

- Understand student learning and development, respect the diversity of the students they teach and hold high expectations for all students to achieve and progress at high levels.
- Know and understand the content areas for which they have instructional responsibility.
- Understand and use varied assessments to inform instruction and evaluate and ensure student learning.
- Plan and deliver effective instruction that advances the learning of each individual student.
- Create a learning environment that promotes high levels of student learning and achievement for all students.
- Collaborate and communicate with students, parents, other teachers, administrators and the community to support student learning.
- Assume responsibility for professional growth and performance as an individual and as a member of a learning community.

## **Standards-Based Teacher Evaluation**

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

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

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

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

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

### **Definition of “Teacher”**

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

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

## Assigning an Effectiveness Rating

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

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

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

Teacher performance and student growth measures are combined in a summative teacher evaluation rating:

<b>TEACHER PERFORMANCE</b> <b>50%</b>		<b>STUDENT GROWTH MEASURES</b> <b>50%</b>		<b>EVALUATION RATING</b>
Knowledge of Student		Teacher Value-Added		<b>Accomplished</b>
Learning Environment		Vendor Assessments		<b>Skilled</b>
Knowledge of Content	+	LEA-Determined Measures	=	<b>Developing</b>
Use of Assessments				<b>Ineffective</b>
Instruction				
Collaboration/Communication				
Professional Responsibility and Growth				

## Assessment of Student Growth

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

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

- A1:** Teachers instructing in value-added subjects exclusively;
- A2:** Teachers instructing in value-added courses, but not exclusively;
- B:** Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C:** Teachers instructing in areas where no teacher-level value-added or approved vendor assessment is available.

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures.

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

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth measures for C teachers. Student Growth Measures may be comprised of shared attribution and/or non-value-added vendor data.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance to a score in one of **five (5)** levels of student growth:

- a. Most Effective
- b. Effective
- c. Average
- d. Approaching Average
- e. Least Effective

Shared Attribution Measures encompasses student growth measures that can be attributed to a group.

## Calculating Student Growth Measures

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

Teacher-level Value-Added: “Value-Added” refers to the value-added methodology provided by ODE. Where value-added data exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.

ODE Approved List of Assessments: Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.

Locally-determined Measures: For courses of instruction in which neither teacher-level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to determine LEA Measures.

Educator Category	Value-Added %	Vendor Assessment %	LEA Measures %		Total = 50%
			District V-A	Building Value-Added	
A1: Value-Added	50%				50%
A2: Value-Added	50%				50%
B: ODE-Approved Vendor Assessment		50%			50%
C: LEA Measures				50%	50%

## **Professional Growth and Improvement Plans**

Based upon the results of the annual teacher evaluation each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan.
- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator.
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.

# PROFESSIONAL GROWTH PLAN

## Ohio Teacher Evaluation System

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

**Self-Directed**

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

**Collaborative**

Evaluator: \_\_\_\_\_

<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> <b>Supports needed, resources, professional development</b>  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>  <i>Goal Statement:</i>  <i>Evidence Indicators:</i>		
<b>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</b>  <i>Goal Statement:</i>  <i>Evidence Indicators:</i>		



# Improvement Plan

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

School Year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Conference: \_\_\_\_\_

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

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

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

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

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

**Improvement Plan - continued**

**Section 3: Specific Plan of Action**

**Section 4: Assistance and Professional Development**

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

Date for this Improvement Plan to be Evaluated: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

## Improvement Plan Evaluation

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

Grade Level/ Subject: \_\_\_\_\_

School Year: \_\_\_\_\_ Building: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

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

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

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

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

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

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

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

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

## **Testing for Teachers in Core Subject Areas**

Core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years and remains employed.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher’s expense, to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations conducted under this policy.

Any one of the following constitutes good and just cause for termination and is a part of the policy for removal of poorly performing teachers:

- Failing to complete all required written examinations under this section;
- A failing score on a written examination(s) taken pursuant to this section;
- A rating of “Ineffective” on the teacher’s next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development;
- Failure of a teacher to complete the required professional development; or
- An “ineffective” rating for two consecutive school years or for two out of three consecutive school years.

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

## **PROCEDURE FOR USING EVALUATIONS FOR RETENTION AND PROMOTION DECISIONS AND REMOVAL OF POORLY PERFORMING TEACHERS**

Prior to a recommendation of the Superintendent to non-renew a teacher pursuant to Article III, the Superintendent will review the teacher’s evaluations and make such evaluations available to the members of the Board.

Prior to terminating a teacher, pursuant to Article IX – Discipline, the Superintendent will review the evaluations of the teacher if performance is the ground or one of the grounds for termination.

Evaluations may be a factor in decisions whether to retain a teacher or suspend the teacher’s contract in Reductions in Force.

## **Board Professional Development Plan**

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

Policy Adoption Date: June 17, 2013

### **Appeals Process**

- The teacher may submit a rebuttal and/or provide additional information to the evaluator within (10) ten working days of the receipt of the final summative rating.
- A grievance may be filed regarding violations of procedural portions of the evaluation procedure. The content and substance of the evaluation is not grievable.
- An evaluation that violates the procedural process shall not be used in decisions regarding RIF or Termination, but may be used to inform teachers' professional growth.
- Initial filing deadline for such grievances shall vary from the timeline set forth in Article VIII and shall be triggered by the teachers' receipt of the final summative rating.

# FINAL SUMMATIVE RATING

### Calculations for the Final Summative Rating

In 2014, Substitute House Bill 362 included an alternative framework for teacher evaluation. HB 64 in 2015 brought the following changes to the alternative framework. If a district chooses to use the alternative framework for the 2015-16 school year or thereafter, the district shall calculate ratings assigned for teacher evaluations according to the following:

- 1) The teacher performance measure shall account for 50% of each rating
- 2) The student growth measure shall account for 35% of each rating
- 3) The remainder shall be one, or any combination of the following components: student surveys; teacher self-evaluations; peer review evaluations; student portfolios; or other district-determined component

Additional information can be found in the Additional Resources section at: <http://education.ohio.gov/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System>

Districts may now select either the original framework (50-50) or the alternative framework (50-35-15) for conducting their teacher evaluations. Ohio utilizes a formula-based approach based on a 600-point scale on a consistent basis for all teachers, including those whose districts select the original framework, and those who choose the alternative framework of the Ohio Teacher Evaluation System. The formula is incorporated into the eTPES calculations.

#### Original Framework (50-50) Ratings and Points

Student Growth		Performance		Final Summative Rating	
+ Most Effective (5)	600	+ Accomplished (4)	600	+ Accomplished	500-600
+ Above Average (4)	400	+ Skilled (3)	400	+ Skilled	300-499
+ Average (3)	300	+ Developing (2)	200	+ Developing	100-299
+ Approaching Average (2)	200	+ Ineffective (1)	0	+ Ineffective	0-99
+ Least Effective (1)	0				

#### Alternative Framework (50-35-15) Ratings and Points

Student Growth		Performance		Alternative Component		Final Summative Rating	
+ Most Effective (5)	600	+ Accomplished (4)	600	+ Level 4	600	+ Accomplished	500-600
+ Above Average (4)	400	+ Skilled (3)	400	+ Level 3	400	+ Skilled	300-499
+ Average (3)	300	+ Developing (2)	200	+ Level 2	200	+ Developing	100-299
+ Approaching Average (2)	200	+ Ineffective (1)	0	+ Level 1	0	+ Ineffective	0-99
+ Least Effective (1)	0						

## Self-Assessment Summary Tool

(To be used to help write the Professional Growth Plan)

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. holistically and identify two priorities for the upcoming year. Note these two priorities with check marks

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>			

Self-Assessment Summary Tool - continued

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
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 of 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 & 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>			



## SMART Goals

Goals should be **SMART**  
 SPECIFIC, MEASURABLE, AGREED UPON, REALISTIC AND TIME-BASED

The acronym **SMART** has a number of slightly different variations, which can be used to provide a more comprehensive definition for goal setting.

<b>S</b>	Specific, Significant, Stretching
<b>M</b>	Measurable, Meaningful, Motivational
<b>A</b>	Agreed upon, Attainable, Achievable, Acceptable, Action-Oriented
<b>R</b>	Realistic, Relevant, Reasonable, Rewarding, Results-Oriented
<b>T</b>	Time-based, Timely, Tangible, Trackable

<b>SMART GOALS</b>	
Specific	Well defined; clear to anyone that has a basic knowledge of the project.
Measurable	Know if the goal is attainable and how far away completion is. Know when it has been achieved.
Attainable	Agreement with all the stakeholders of what the goals should be.
Results-Oriented	Within the availability of resources, knowledge and time.
Time Bound	Enough time to achieve the goal; not too much time, which can affect project performance.

## Teacher Performance Evaluation Rubric: Record of Evidence

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

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

## Teacher Performance Evaluation Rubric: Record of Evidence - continued

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<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</p>
	Evidence				

# Teacher Performance Evaluation Rubric: Record of Evidence - continued

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

## Teacher Performance Evaluation Rubric: Record of Evidence - continued

		Instruction and Assessment			
		Ineffective	Developing	Skilled	Accomplished
<b>INSTRUCTION AND ASSESSMENT</b>	<p><b>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration 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</p>
	<b>Evidence</b>				
	<p><b>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction)</b></p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students’ individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole- class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
<b>Evidence</b>					

## Teacher Performance Evaluation Rubric: Record of Evidence - continued

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

# Teacher Performance Evaluation Rubric: Record of Evidence – continued

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

## Teacher Performance Evaluation Rubric: Record of Evidence – continued

<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>
<p><b>Evidence</b></p>				



## Teacher Performance Evaluation Rubric: Record of Evidence – continued

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

## Using Evidence to Inform Holistic Performance Ratings

### Defining the Performance Ratings

In accordance with HB 153 and Ohio Revised Code 3319.112, the rubric describes four levels of teacher performance for each standard area. Each performance rating can also be described in more general terms as a holistic rating of teacher performance:

<p style="text-align: center;"><b>Ineffective:</b></p> <p>A rating of <i>Ineffective</i> indicates that the teacher consistently fails to demonstrate minimum competency in one or more teaching standards. There is little or no improvement over time. The teacher requires immediate assistance and needs to be placed on an improvement plan.</p>	<p style="text-align: center;"><b>Developing:</b></p> <p>A rating of <i>Developing</i> indicates that the teacher demonstrates minimum competency in many of the teaching standards, but may struggle with others. The teacher is making progress but requires ongoing professional support for necessary growth to occur.</p>	<p style="text-align: center;"><b>Proficient:</b></p> <p>A rating of <i>Proficient</i> indicates that the teacher consistently meets expectations for performance and fully demonstrates most or all competencies. This rating is the rigorous, expected performance level for most experienced teachers.</p>	<p style="text-align: center;"><b>Accomplished:</b></p> <p>A rating of <i>Accomplished</i> indicates that the teacher is a leader and model in the classroom, school, and district, exceeding expectations for performance. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school or district through the development and mentoring of colleagues.</p>
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Teacher Evaluation, as required by Amended Substitute House Bill Number 153 (HB 153), relies on two key evaluation components: a rating of Teacher Performance and a rating of student academic growth, each weighted at fifty percent of each evaluation. The following guidance speaks to the Teacher Performance rating components, utilizing the state model Teacher Performance Evaluation Rubric.

The following is suggested step-by-step guidance for evaluators to review and analyze multiple data points that inform teacher performance ratings.

## Step 1: Gather Evidence

**1a. Align evidence to each standard area.** Group the evidence you have collected from time in the classroom, conferences and everyday interactions with the teacher into the ten standard areas of performance described by the Teacher Performance Evaluation Rubric.

**1b. Be consistent in gathering, recording and sharing detailed, factual evidence.** Capture enough detail to accurately but succinctly describe the event, interaction or behavior factually (without implied judgment or opinion in the recording). Share the form with teachers throughout the year so that the information can be used as a basis for changes in practice.

**1c. Sort the evidence by standard area to determine where more information is needed.** As the year progresses, holes in evidence coverage across standard areas may emerge. If the evidence collected is organized by standard area after each interaction, it will be automatically sorted by standard area and missing evidence will be apparent. Keep these standard areas in mind during future interactions with the teacher, since all standard areas are important for effective teaching practice.

## Step 2: Issue a Holistic Performance Rating

**2a. Read all of the evidence collected up to that point within a standard area, looking for patterns.** For example, if a teacher talks about wanting to improve an instructional technique in a pre-conference, demonstrates that technique in the first formal classroom observation and an informal classroom “walkthrough” and asks for feedback on the technique in the post-conference, that teacher is displaying a pattern of devoting attention to a particular area of practice. Note these patterns and take them into consideration when issuing a rating.

**2b. Compare the evidence and patterns to the performance descriptors.** After becoming familiar with the rubric, start by re-reading all of the Proficient performance descriptors in a standard area. Does the evidence exemplify this level of performance? Whether yes or no, look at the Accomplished or Developing performance level descriptors as well to decide if either of them better aligns with the available evidence. If the Developing descriptor seems to be an appropriate match to the evidence, also read the Ineffective descriptor carefully to consider whether any evidence is at this level.

**2c. Repeat the process above for each standard area and then consider patterns of performance across standard areas.** Once you determine a rating for each standard area based on the available evidence from multiple interactions, look at the larger picture of performance across all standard areas. Although all standard areas are important for effective teacher practice, you may find it appropriate to more strongly weight patterns of behavior in one standard area over another. For example, if the teacher demonstrates a pattern of Developing behavior in the standard areas of Classroom Environment and Resources but exhibits solidly Proficient patterns of behavior in the standard area of Knowledge of Students and Lesson Delivery, you may use your knowledge of the situation to make sense of this information, finding that performance in the former two areas inhibits performance in other areas. As another example, you may find that some of the lost instructional time observed within a classroom is offset by the teacher’s intense attention to individual student needs demonstrated throughout

the class time and elsewhere. In a different case, however, you might observe that a pattern of classroom management issues such as lost instructional time is significant

enough to overshadow the teacher's proficient performance in other categories. The key point is that no one standard area of performance should be considered in isolation, but rather should be analyzed in relation to all other areas of performance.

### Step 3: Issue the End-of-Year Performance Rating

- 3a. Consider all evidence from the year, paying attention to trends.** In order to issue a teacher's final performance rating for the year, return to the body of collected evidence rather than just the earlier standard area or holistic ratings. Use the process outlined to reconsider the evidence in each standard area across the arc of the entire year, taking into account observations, all conferences and daily interactions. During this step, it is particularly important to consider trends in the teacher's performance over time. Was the teacher consistent in his or her practice, did he or she improve or did the teacher decline in one or more areas? If a pattern of evidence in a particular standard area displays a trend of behavior or practice, the evaluator may consider placing more emphasis on the area improvement or decline.
- 3b. Consider minimum thresholds of competency.** Flag any instance of an Ineffective rating as you prepare to issue the final performance rating. While the example of Ineffective behavior should be examined within the entire context of the evidence collected for the teacher, consider that there are minimum thresholds of competency for each of the ten standard areas described in the Teacher Performance Evaluation Rubric. It is possible that a serious deficiency in one area can and should carry more weight than positive ratings in other areas. Rely on your professional judgment, supported by the evidence you have gathered, to decide if this evidence of ineffective practice is grounds to issue a final Ineffective rating, taking into account how detrimental the displayed deficiency is to the teacher's classroom, colleagues and school as a whole.
- 3c. Issue the final performance rating, summarize the supporting evidence and offer areas of reinforcement and refinement.** Complete the performance rating process by documenting the final teacher performance rating. Support your rating with evidence from formal and informal observations, artifacts provided by the teacher and other appropriate evidence collected throughout the evaluation cycle. Provide succinct, targeted feedback on what professional growth needs to occur so that teachers have a clear understanding of the path to continuous growth and improvement and have concrete examples of supports that will help them improve practice.

## Lesson Plan Template

### **Ohio Standards Connections:**

#### **Lesson Summary:**

Briefly describe the procedures and purposes of the lesson.

#### **Estimated Duration:**

Include an estimate of the time needed for instruction.

#### **Commentary:**

#### **Pre-Assessment:**

Identify strategies to pre-assess student knowledge of the selected standard(s), benchmark(s) and indicator(s). Data from pre-assessment helps educators select specific instructional strategies and determine appropriate complexity and pacing for the lesson. Pre-assessments may be as informal as a reflection on students' prior learning, a conversation about concepts or warm-up problems at the beginning of class that are not scored. They may be more formally structured, such as a quiz or an assigned writing topic.

#### **Scoring Guidelines:**

Define scoring guidelines for the pre-assessment, which may take the form of teacher judgment, a checklist or another scoring format. Scoring guidelines should reveal whether or not student has met the indicator or benchmark so that instruction can be modified and targeted to learners accordingly.

Teachers should conduct ongoing teacher assessment and student self-assessment throughout instruction. These can be planned or conducted as opportunities for observation or reflection arise. If planned, describe here.

#### **Post-Assessment:**

Identify strategies to assess student learning as a result of the lesson. Data that results should help to plan subsequent instruction.

#### **Scoring Guidelines:**

Define scoring criteria for the post-assessment, which may take the form of a rubric or another scoring format. Scoring criteria should reveal whether or not student has met the indicator or benchmark so that instruction can be targeted accordingly. If possible, assessment and scoring criteria should be developed to reflect student process as well as product.

## Lesson Plan Template - continued

### **Instructional Procedures:**

Describe the instructional steps that will be taken to implement the lesson.

### **Differentiated Instructional Support**

Describe how instruction can be differentiated according to learner needs, to help all learners either meet the intent of the specified indicator(s) or, if the indicator is already met, to advance beyond the specified indicator(s).

### **Extension**

These are ideas for all students to continue learning on this topic – in class or outside of class.

### **Homework Options and Home Connections**

Describe work that will be assigned to students outside of the classroom.

### **Interdisciplinary Connections**

Tell how the lesson can be integrated with other content areas to strengthen student learning.

### **Materials and Resources:**

*For Teachers* List the materials needed for the teacher.

*For Students* List the materials needed for the students.

### **Key Vocabulary**

List key terms that need to be defined prior to or as part of instruction.

### **Technology Connections**

Suggest ideas for integrating technology into the lesson.

### **Research Connections**

Include research that supports the content or methods of instruction within the lesson.

### **General Tips**

Record observations and suggested modifications to facilitate instruction and student learning in the lesson.

### **Attachments**

List and attach any additional materials created for the lesson, including student handouts, blackline masters, overheads, etc.

## Pre-Conference Form

Name of Instructor: \_\_\_\_\_

Course Being Observed: \_\_\_\_\_ Period: \_\_\_\_\_

### Focus for Learning

What standards are being addressed in the planned instruction?

How do the goals of this lesson fit into the broader unit of study?

### Assessment Data

What student data have you used to identify student strengths and areas for student need?

What assessments (diagnostic, formative, summative) will be incorporated into the lesson?

Pre-Conference Form - continued

What does pre-assessment data indicate about student learning needs?

**Prior Content Knowledge/Sequence/ Connections**

What prior knowledge will students need to successfully progress through this lesson?

What meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers will be made during the lesson?

How does this lesson fit within the structure of the course/subject?



Pre-Conference Form - continued

**Knowledge of Students**

Describe the students in this class, including those with special needs.

What were your sources for obtaining student background information?

What data have you analyzed to help guide your instruction?

**Lesson Delivery**

What specific delivery strategies will be incorporated to meet the needs of individual students and groups of students?

Pre-Conference Form - continued

**Differentiation**

How will you support the learning needs of each individual student?

**Resources**

What instructional materials and resources will you incorporate into your lesson?

**Classroom Environment**

What daily routines and procedures are included in your classroom management system?

How will you maximize instructional time and combine independent, collaborative, and whole-class learning situations?

## Pre-Conference Sample Questions

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

### **FOCUS FOR LEARNING**

#### **(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?

## Pre-Conference Sample Questions – continued

### 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?

### 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?

## Pre-Conference Sample Questions – continued

### **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 RESPONSIBILITIES: 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?

## Post-Conference Sample Questions

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

### **FOCUS FOR LEARNING**

#### **(Standard 4: Instruction)**

- What was the focus for the lesson?
- Talk about the content that you hoped students would know and understand by the end of the lesson. What skills did they demonstrate to you?
- What standards were addressed in the planned instruction?
- Why was this learning important?
- How was the appropriateness of the goal communicated to students?
- How did your stated goals fit into the unit, course and school goals?

### **ASSESSMENT DATA**

#### **(Standard 3: Assessment)**

- What assessment data was examined to inform the planning for the observed lesson?
- What did pre-assessment data indicate about student learning needs?
- What formal or informal techniques did you use to collect evidence of students' knowledge and skills?
- How did your assessment data help you identify student strengths and areas of improvement?

### **PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS**

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

- What prior knowledge did students need and how did you connect that to their future learning?
- How did this lesson connect to students' real-life experiences and/or possible careers?
- How did it connect to other disciplines?

## Post-Conference Sample Questions – continued

### **KNOWLEDGE OF STUDENTS**

#### **(Standard 1: Students)**

- How did this lesson demonstrate your familiarity with the students' background knowledge and experiences?
- Talk about how this lesson was developmentally appropriate for your students.
- What strategies did you plan for and implement to meet the needs of individual students?

### **LESSON DELIVERY**

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

- How were the goals for learning communicated to students?
- What instructional strategies and methods were used to engage students and promote independent learning and problem solving?
- What strategies were used to make sure all students achieve lesson goals?
- How were content-specific concepts, assumptions and skills taught?
- What questioning techniques did you use to support student learning?
- How did you ensure this lesson was student led?
- 

### **DIFFERENTIATION**

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

- How did the instructional strategies address all students' learning needs?
- How did the lesson engage and challenge students of all levels?
- How were developmental gaps addressed?
- Why is it important to provide varied options for student mastery?

## Post-Conference Sample Questions – continued

### **RESOURCES**

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

- What resources/materials were used in instruction?
- How was technology integrated into lesson delivery?
- How did students show ownership of their learning?

### **CLASSROOM ENVIRONMENT**

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

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

### **ASSESSMENT OF STUDENT LEARNING**

#### **(Standard 3: Assessment)**

- How did you check for understanding during the lesson?
- What specific products or demonstrations assessed student learning/achievement of goals for instruction?
- How did you ensure that students understand how they are doing and support students' self-assessment?
- How did you use assessment data to inform your next steps?
- Why is it important to provide specific and timely feedback?



## Post-Conference Sample Questions – continued

### **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 RESPONSIBILITIES: 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?

**POST OBSERVATION FORM  
MILTON-UNION EXEMPTED VILLAGE SCHOOLS**

<b>Observation Narrative Summary</b>	
<b>Suggestions/Recommendations/Refinements</b>	
<b>Commendations/Reinforcements</b>	
<b>Teacher Comment(s) (Optional)</b>	

Signature of Evaluator: \_\_\_\_\_ Position: \_\_\_\_\_

Signature of Teacher Being Evaluated: \_\_\_\_\_ Position: \_\_\_\_\_  
*(signature does not necessarily indicate agreement)*

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

## Walkthrough: General Form

Teacher Name: \_\_\_\_\_ Grade(s)/Subject Area(s) \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

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

EVALUATOR OBSERVATIONS			
	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 all 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: \_\_\_\_\_ Photocopy to Teacher - Date \_\_\_\_\_

FINAL SUMMATIVE RATING



**Final Summative Rating of Teacher Effectiveness**

2013-2014

LEA: Milton-Union Exempted Village (045518)  
 Building(s): Milton-Union Elementary School (024992)  
 Evaluator:  
 Admin:  
 Status:

*The educator completed this form on*  
*The administrator completed this form on:*

**1. Proficiency on Standards/Teacher Performance 50%**

Ineffective    Developing    Skilled    Accomplished

Teacher Formal Observation / Performance Rubric  
 Overall Rating |

Teacher Formal Observation / Performance Rubric  
 Overall Rating |

Cumulative Performance Rating (Holistic Rating using  
 Performance Rubric)

Areas of reinforcement/refinement:

**2. Student Growth Data 50%**

N/A    Below    Expected    Above

Student Growth Measure of Effectiveness

Areas of reinforcement/refinement:

**3. Final Summative (Overall) Rating**

Ineffective    Developing    Skilled    Accomplished

Final Summative (Overall) Rating

Improvement Plan has been recommended:

## **ADDENDUM I - GUIDANCE COUNSELOR EVALUATION**

### **MILTON-UNION EXEMPTED VILLAGE SCHOOL DISTRICT**

For information on the provisions pertaining to the guidance counselor evaluation please see the Ohio School Counselor Evaluation Model.

<https://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/Resources-for-School-Counselors/School-Counselor-Standards-and-Evaluation/OSCES-Model.pdf.aspx>

**ADDENDUM J - LIBRARIAN OBSERVATION FORMATIVE FORM**

**MILTON-UNION EXEMPTED VILLAGE SCHOOL DISTRICT**

LIBRARIAN \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

(Any performance marked "Does Not Meet Standards" or "Needs Correction" to include a narrative explanation.)

I. Performance Responsibilities:	Not Observed	Does Not Meet Standards	Needs Correction	Meets Standards
1. Evaluates, selects and requisitions new Library materials, based upon adopted Courses of Study.	_____	_____	_____	_____
2. Assists teachers in the selection of books and materials.	_____	_____	_____	_____
3. Communicates new acquisitions to staff.	_____	_____	_____	_____
4. Maintains cataloging system and instructions on such.	_____	_____	_____	_____
5. Arranges for intra-library loan of materials for teachers.	_____	_____	_____	_____
6. Works with teachers in planning those assignments requiring library usage.	_____	_____	_____	_____
7. Maintains appropriate students conduct.	_____	_____	_____	_____
8. Assists with students independent reference work.	_____	_____	_____	_____
9. Does class presentation, as needed.	_____	_____	_____	_____
10. Participates in committee meetings as requested.	_____	_____	_____	_____
11. Gives reading guidance to students, when needed.	_____	_____	_____	_____
12. Arranges displays and exhibits.	_____	_____	_____	_____
13. Prepares and administers the library budget.	_____	_____	_____	_____
14. Develops and maintains professional library for staff.	_____	_____	_____	_____
15. Requisitions and inventories audiovisual and computer equipment.	_____	_____	_____	_____
16. Arranges for repair of audiovisual and computer equipment.	_____	_____	_____	_____
17. Works with teachers and administrators to evaluate and implement new technologies.	_____	_____	_____	_____
18. Performs such other duties as may be assigned by immediate supervisor/administrator.	_____	_____	_____	_____

COMMENDATIONS:

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RECOMMENDATIONS:

MEANS OF ASSISTANCE:

---

LIBRARIAN'S COMMENTS:

SIGNATURES:

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Librarian\*

\_\_\_\_\_  
Date

\*The signature on this evaluation does not necessarily indicate agreement with its contents, and he/she may add additional comments and/or attach additional information to this form.

Additional comments may be attached on a separate sheet by Principal/Superintendent or Teacher.

**ADDENDUM K - LIBRARIAN EVALUATION SUMMATIVE FORM**

**MILTON-UNION EXEMPTED VILLAGE SCHOOL DISTRICT**

LIBRARIAN \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

- -  
 (Any performance marked "Does Not Meet Standards" or "Needs Correction" to include a narrative explanation.)

**I. Performance Responsibilities:**

	<b>Not Observed</b>	<b>Does Not Meet Standards</b>	<b>Needs Correction</b>	<b>Meets Standards</b>
1. Evaluates, selects and requisitions new Library materials, based upon adopted Courses of Study.	_____	_____	_____	_____
2. Assists teachers in the selection of books and materials.	_____	_____	_____	_____
3. Communicates new acquisitions to staff.	_____	_____	_____	_____
4. Maintains cataloging system and instructions on such.	_____	_____	_____	_____
5. Arranges for intra-library loan of materials for teachers.	_____	_____	_____	_____
6. Works with teachers in planning those assignments requiring library usage.	_____	_____	_____	_____
7. Maintains appropriate students conduct.	_____	_____	_____	_____
8. Assists with students independent reference work.	_____	_____	_____	_____
9. Does class presentation, as needed.	_____	_____	_____	_____
10. Participates in committee meetings as requested.	_____	_____	_____	_____
11. Gives reading guidance to students, when needed.	_____	_____	_____	_____
12. Arranges displays and exhibits.	_____	_____	_____	_____
13. Prepares and administers the library budget.	_____	_____	_____	_____
14. Develops and maintains professional library for staff.	_____	_____	_____	_____
15. Requisitions and inventories audiovisual and computer equipment	_____	_____	_____	_____
16. Arranges for repair of audiovisual and computer equipment.	_____	_____	_____	_____
17. Works with teachers and administrators to evaluate and implement new technologies.	_____	_____	_____	_____
18. Performs such other duties as may be assigned by immediate supervisor/administrator.	_____	_____	_____	_____



COMMENDATIONS:

---

RECOMMENDATIONS:

MEANS OF ASSISTANCE:

---

LIBRARIAN'S COMMENTS:

---

CONTRACT RECOMMENDATION:

- Recommended for Limited Contract
- Recommended for Continuing Contract
- Recommended for Unsatisfactory Performance
- Recommended for Termination
- Recommended for Non-renewal
- Currently on Continuing Contract

SIGNATURES:

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Librarian\*

\_\_\_\_\_  
Date

\*The signature on this evaluation does not necessarily indicate agreement with its contents, and he/she may add additional comments and/or attach additional information to this form.

Additional comments may be attached on a separate sheet by Principal/Superintendent or Teacher.

**ADDENDUM L - SCHOOL NURSE OBSERVATION FORMATIVE FORM**

**MILTON-UNION EXEMPTED VILLAGE SCHOOL DISTRICT**

SCHOOL NURSE \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

(Any performance marked "Does Not Meet Standards" or "Needs Correction" to include a narrative explanation.)

**I. Performance Responsibilities:**

	<b>Not Observed</b>	<b>Does Not Meet Standards</b>	<b>Needs Correction</b>	<b>Meets Standards</b>
1. Conducts school health service, including tests for hearing, vision, scoliosis, etc., in cooperation with the Miami County Health Dept.	_____	_____	_____	_____
2. Assumes responsibility for selection and referral of students in need of medical and dental care.	_____	_____	_____	_____
3. Reports to parents, school personnel, physicians, clinics, other agencies on school related medical matters.	_____	_____	_____	_____
4. Maintains up-to-date cumulative health records.	_____	_____	_____	_____
5. Observes students on regular basis to detect health needs.	_____	_____	_____	_____
6. Administers first aid in accordance with established	_____	_____	_____	_____
7. Visits student homes when necessary.	_____	_____	_____	_____
8. Participates with school staff in developing and implementing total school health program.	_____	_____	_____	_____
9. Contacts homes of children referred by principals.	_____	_____	_____	_____
10. Advises on modification of educational program to meet health needs of individual students.	_____	_____	_____	_____
11. Prepares and submits reports for Superintendents and Miami County Health Department.	_____	_____	_____	_____
12. Implements policy on exclusion and readmission of students in connection with infectious and contagious disease.	_____	_____	_____	_____
13. Advises teachers on health matters, particularly regarding screening for student health defects.	_____	_____	_____	_____
14. Assists school personnel in maintaining sanitary conditions in school.	_____	_____	_____	_____
15. Attends committee meetings and conferences regarding health service and health curriculum.	_____	_____	_____	_____
16. Participates in inservice training programs.	_____	_____	_____	_____
17. Assists in screening of entering students relative to required entrance health records.	_____	_____	_____	_____
18. Serves as resource person in health related areas.	_____	_____	_____	_____
19. Performs such other duties as may be assigned by the immediate supervisor/administrator.	_____	_____	_____	_____

COMMENDATIONS:

---

RECOMMENDATIONS:

MEANS OF ASSISTANCE:

---

NURSE'S COMMENTS:

Additional Comments May Be Attached on a Separate Sheet by Principal/Superintendent or Teacher.

# ADDENDUM M - SCHOOL NURSE EVALUATION SUMMATIVE FORM

## MILTON-UNION EXEMPTED VILLAGE SCHOOL DISTRICT

SCHOOL NURSE \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

(Any performance marked "Does Not Meet Standards" or "Needs Correction" to include a narrative explanation.)

**I. Performance Responsibilities:**

	Not Observed	Does Not Meet Standard	Needs Correction	Meets Standards
1. Conducts school health service, including tests for hearing, vision, scoliosis, etc., in cooperation with the Miami County Health Dept.	_____	_____	_____	_____
2. Assumes responsibility for selection and referral of students in need of medical and dental care.	_____	_____	_____	_____
3. Reports to parents, school personnel, physicians, clinics, other agencies on school related medical matters.	_____	_____	_____	_____
4. Maintains up-to-date cumulative health records.	_____	_____	_____	_____
5. Observes students on regular basis to detect health needs.	_____	_____	_____	_____
6. Administers first aid in accordance with established	_____	_____	_____	_____
7. Visits student homes when necessary.	_____	_____	_____	_____
8. Participates with school staff in developing and implementing total school health program.	_____	_____	_____	_____
9. Contacts homes of children referred by principals.	_____	_____	_____	_____
10. Advises on modification of educational program to meet health needs of individual students.	_____	_____	_____	_____
11. Prepares and submits reports for Superintendents and Miami County Health Department.	_____	_____	_____	_____
12. Implements policy on exclusion and readmission of students in connection with infectious and contagious disease.	_____	_____	_____	_____
13. Advises teachers on health matters, particularly regarding screening for student health defects.	_____	_____	_____	_____
14. Assists school personnel in maintaining sanitary conditions in school.	_____	_____	_____	_____
15. Attends committee meetings and conferences regarding health service and health curriculum.	_____	_____	_____	_____
16. Participates in inservice training programs.	_____	_____	_____	_____
17. Assists in screening of entering students relative to required entrance health records.	_____	_____	_____	_____
18. Serves as resource person in health related areas.	_____	_____	_____	_____
19. Performs such other duties as may be assigned by the immediate supervisor/administrator.	_____	_____	_____	_____

COMMENDATIONS:

---

RECOMMENDATIONS:

MEANS OF ASSISTANCE:

---

NURSE'S COMMENTS:

---

CONTRACT RECOMMENDATION:

- Recommended for Limited Contract
- Recommended for Continuing Contract
- Recommended for Unsatisfactory Performance
- Recommended for Termination
- Recommended for Non-renewal
- Currently on Continuing Contract

SIGNATURES:

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nurse

\_\_\_\_\_  
Date

\*The signature on this evaluation does not necessarily indicate agreement with its contents, and he/she may add additional comments and/or attach additional information to this form.

Additional comments may be attached on a separate sheet by Principal/Superintendent or Teacher.

# ADDENDUM N - SPEECH/LANGUAGE PATHOLOGIST OBSERVATION FORMATIVE FORM

## MILTON-UNION EXEMPTED VILLAGE SCHOOL DISTRICT

SPEECH/LANGUAGE PATHOLOGIST \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

-----  
(Any performance marked "Does Not Meet Standards" or "Needs Correction" to include a narrative explanation.)

**I. Performance Responsibilities:**

	Not	Does Not	Needs	Meets
		Observed	Meet Standards	Correction Standards

A. Instruction

- |   |       |       |       |       |
|---|-------|-------|-------|-------|
| 1. Demonstrates broad knowledge of speech pathology and teaching proficiency.   | _____ | _____ | _____ | _____ |
| 2. Assists and guides teachers in observing, describing, and referring suspected and identified speech and language handicaps. Provides a thorough assessment and diagnosis of speech, voice, fluency, hearing and language impairments. Screens referred students to identify a need for further evaluation. | _____ | _____ | _____ | _____ |
| 3. Consults with Intervention Assistance Team as required   | _____ | _____ | _____ | _____ |
| 4. Displays content knowledge and pedagogy and demonstrates a continuing pursuit of such knowledge  | _____ | _____ | _____ | _____ |
| 5. Plans a program of study that as much as possible meets the individual needs, interests, and abilities of the students   | _____ | _____ | _____ | _____ |
| 6. Modifies instructions for students with disabilities, gifted students, 504 students PSP or students with modification plans.   | _____ | _____ | _____ | _____ |
| 7. Instructs effectively with technology and promotes the use of technology.  | _____ | _____ | _____ | _____ |

B. Professional Responsibilities

- |   |       |       |       |       |
|---|-------|-------|-------|-------|
| 1. Attends all faculty, departmental, and other school related meetings and serves on committees as determined by the immediate supervisor, building principal or Superintendent or his designee.                                 | _____ | _____ | _____ | _____ |
| 2. Is familiar with all teacher, student and district handbooks and adheres to policies of the Board of Education and to all administrative procedures.   | _____ | _____ | _____ | _____ |
| 3. Provides professional leadership within the school, community, and education profession to improve student learning as well as support district and State initiatives.   | _____ | _____ | _____ | _____ |
| 4. Uses technology to support instruction, access and manipulate data; enhance professional growth and productivity; communicate and collaborate with colleagues, parents and the community; and conduct research/solve problems. | _____ | _____ | _____ | _____ |
| 5. Participates in required training relative to teaching assignments, supervisor approved professional growth plan, school/district initiatives, or as directed by the Principal.  | _____ | _____ | _____ | _____ |
| 6. Maintains appropriate work habits, including regular and punctual attendance and appropriate use of conference and planning time.  | _____ | _____ | _____ | _____ |
| 7. Continues professional growth through attendance at workshops, seminars, conferences, and/or advanced course work at institutions of higher learning.  | _____ | _____ | _____ | _____ |

- 8. Maintains professional interpersonal skills using tact, patience, courtesy and cooperative effective relationships with others consistently displaying self-control, honesty and credibility with parents, students, visitors and school personnel. \_\_\_\_\_
- 9. Clean, neat and professionally dressed. \_\_\_\_\_

C. Operations

- 1. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation. \_\_\_\_\_
- 2. Prepare and have available at school complete and up-to-date plans which provide goals, objectives and learning activities for pupils assigned. \_\_\_\_\_
- 3. Administers required state tests, adhering to the Code of Ethics \_\_\_\_\_
- 4. Reports to the principal or nurse any injury or illness to a student or self which occurs within school jurisdiction. \_\_\_\_\_
- 5. Accounts for books, materials and equipment by keeping records of their quantity and condition. \_\_\_\_\_
- 6. Advises administration promptly whenever an unsafe building condition is observed in a class or school. \_\_\_\_\_
- 7. Observes and adheres to emergency procedures within the building. \_\_\_\_\_

D. Students

- 1. Supervises students, including activities such as field trips and school-related programs to ensure student safety. \_\_\_\_\_
- 2. Recognizes learning problems and makes referrals as appropriate. \_\_\_\_\_
- 3. Works cooperatively with general education teachers in order to facilitate students functioning within the least restrictive environment. \_\_\_\_\_
- 4. Respects the confidentiality of records and information regarding students, parents, and teachers in accordance with accepted professional ethics, and state and federal laws. \_\_\_\_\_
- 5. Takes all reasonable measures to assure student health and safety, being alert to unusual mental or physical condition or students and refers these to the appropriate personnel (principal, counselor, or nurse). \_\_\_\_\_
- 6. Is responsible for enforcing the Code of Conduct governing students in his/her direct charge, and for assuming authority, as warranted, over students in such areas as school corridors, cafeteria, assemblies, etc. \_\_\_\_\_
- 7. Conducts conferences with individual students and/or parents when deemed necessary or upon request. \_\_\_\_\_

E. Public Relations

- 1. Uses a variety of communication forms to provide information about the instructional program and each student's progress to families. \_\_\_\_\_
- 2. Uses effective oral and written expression. \_\_\_\_\_
- 3. Upholds and enforces board policy, administrative procedures, and school rules and regulations, and is supportive of them to the public. \_\_\_\_\_
- 4. Works cooperatively with parents to strengthen the educational program for their children. \_\_\_\_\_

- |   |       |       |       |       |
|---|-------|-------|-------|-------|
| 5. Attempts to develop rapport and maintain the confidence of parents and students. Provides periodic progress reports to parents using telephone calls, notes, interim reports, report cards, and conferences, etc. Makes reasonable provisions to be available to parents and students for educational purposes beyond the instructional day, when requested. | _____ | _____ | _____ | _____ |
| 6. Establishes and maintains cooperative relationships with other staff members.  | _____ | _____ | _____ | _____ |
| 7. Performs such other duties as may be assigned by immediate supervisor.   | _____ | _____ | _____ | _____ |

COMMENDATIONS:

RECOMMENDATIONS:

MEANS OF ASSISTANCE:

---

SPEECH/LANGUAGE PATHOLOGIST COMMENTS:

SIGNATURES:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\*The signature on this evaluation does not necessarily indicate agreement with its contents, and he/she may add additional comments and/or attach additional information to this form.

Additional comments may be attached on a separate sheet by Principal/Superintendent or Teacher



**ADDENDUM O - SPEECH/LANGUAGE PATHOLOGIST  
EVALUATION SUMMATIVE FORM**

**MILTON-UNION EXEMPTED VILLAGE SCHOOL DISTRICT**

SPEECH/LANGUAGE PATHOLOGIST \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

**(Any performance marked "Does Not Meet Standards" or "Needs Correction" to include a narrative explanation.)**

<b>I. Performance Responsibilities:</b>	<b>Not Observed</b>	<b>Does Not Meet Standards</b>	<b>Needs Correction</b>	<b>Meets Standards</b>
<b><u>A. Instruction</u></b>				
1. Demonstrates broad knowledge of speech pathology and teaching proficiency.	_____	_____	_____	_____
2. Assists and guides teachers in observing, describing, and referring suspected and identified speech and language handicaps. Provides a thorough assessment and diagnosis of speech, voice, fluency, hearing and language impairments. Screens referred students to identify a need for further evaluation.	_____	_____	_____	_____
3. Consults with Intervention Assistance Team as required	_____	_____	_____	_____
4. Displays content knowledge and pedagogy and demonstrates a continuing pursuit of such knowledge	_____	_____	_____	_____
5. Plans a program of study that as much as possible meets the individual needs, interests, and abilities of the students	_____	_____	_____	_____
6. Modifies instructions for students with disabilities, gifted students, 504 students PSP or students with modification plans.	_____	_____	_____	_____
7. Instructs effectively with technology and promotes the use of technology.	_____	_____	_____	_____
<b><u>B. Professional Responsibilities</u></b>				
1. Attends all faculty, departmental, and other school related meetings and serves on committees as determined by the immediate supervisor, building principal or Superintendent or his designee.	_____	_____	_____	_____
2. Is familiar with all teacher, student and district handbooks and adheres to policies of the Board of Education and to all administrative procedures.	_____	_____	_____	_____
3. Provides professional leadership within the school, community, and education profession to improve student learning as well as support district and State initiatives.	_____	_____	_____	_____
4. Uses technology to support instruction, access and manipulate data; enhance professional growth and productivity; communicate and collaborate with colleagues, parents and the community; and conduct research/solve problems.	_____	_____	_____	_____
5. Participates in required training relative to teaching assignments, supervisor approved professional growth plan, school/district initiatives, or as directed by the Principal.	_____	_____	_____	_____

- 6. Maintains appropriate work habits, including regular and punctual attendance and appropriate use of conference and planning time. \_\_\_\_\_
- 7. Continues professional growth through attendance at workshops, seminars, conferences, and/or advanced course work at institutions of higher learning. \_\_\_\_\_
- 8. Maintains professional interpersonal skills using tact, patience, courtesy and cooperative effective relationships with others consistently displaying self-control, honesty and credibility with parents, students, visitors and school personnel. \_\_\_\_\_
- 9. Clean, neat and professionally dressed. \_\_\_\_\_

C. Operations

- 1. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation. \_\_\_\_\_
- 2. Prepare and have available at school complete and up-to-date plans which provide goals, objectives and learning activities for pupils assigned. \_\_\_\_\_
- 3. Administers required state tests, adhering to the Code of Ethics \_\_\_\_\_
- 4. Reports to the principal or nurse any injury or illness to a student or self which occurs within school jurisdiction. \_\_\_\_\_
- 5. Accounts for books, materials and equipment by keeping records of their quantity and condition. \_\_\_\_\_
- 6. Advises administration promptly whenever an unsafe building condition is observed in a class or school. \_\_\_\_\_
- 7. Observes and adheres to emergency procedures within the building. \_\_\_\_\_

D. Students

- 1. Supervises students, including activities such as field trips and school-related programs to ensure student safety. \_\_\_\_\_
- 2. Recognizes learning problems and makes referrals as appropriate. \_\_\_\_\_
- 3. Works cooperatively with general education teachers in order to facilitate students functioning within the least restrictive environment. \_\_\_\_\_
- 4. Respects the confidentiality of records and information regarding students, parents, and teachers in accordance with accepted professional ethics, and state and federal laws. \_\_\_\_\_
- 5. Takes all reasonable measures to assure student health and safety, being alert to unusual mental or physical condition or students and refers these to the appropriate personnel (principal, counselor, or nurse). \_\_\_\_\_
- 6. Is responsible for enforcing the Code of Conduct governing students in his/her direct charge, and for assuming authority, as warranted, over students in such areas as school corridors, cafeteria, assemblies, etc. \_\_\_\_\_
- 7. Conducts conferences with individual students and/or parents when deemed necessary or upon request. \_\_\_\_\_

E. Public Relations

- |   |       |       |       |       |
|---|-------|-------|-------|-------|
| 1. Uses a variety of communication forms to provide information about the instructional program and each student's progress to families.  | _____ | _____ | _____ | _____ |
| 2. Uses effective oral and written expression.  | _____ | _____ | _____ | _____ |
| 3. Upholds and enforces board policy, administrative procedures, and school rules and regulations, and is supportive of them to the public.   | _____ | _____ | _____ | _____ |
| 4. Works cooperatively with parents to strengthen the educational program for their children.   | _____ | _____ | _____ | _____ |
| 5. Attempts to develop rapport and maintain the confidence of parents and students. Provides periodic progress reports to parents using telephone calls, notes, interim reports, report cards, and conferences, etc. Makes reasonable provisions to be available to parents and students for educational purposes beyond the instructional day, when requested. | _____ | _____ | _____ | _____ |
| 6. Establishes and maintains cooperative relationships with other staff members.  | _____ | _____ | _____ | _____ |
| 7. Performs such other duties as may be assigned by immediate supervisor.   | _____ | _____ | _____ | _____ |

COMMENDATIONS:

---

RECOMMENDATIONS:

MEANS OF ASSISTANCE:

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SPEECH/LANGUAGE PATHOLOGIST COMMENTS:

CONTRACT RECOMMENDATION:

- Recommended for Limited Contract
- Recommended for Continuing Contract
- Recommended for Unsatisfactory Performance
- Recommended for Termination
- Recommended for Non-renewal
- Currently on Continuing Contract

SIGNATURES:

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Speech/Language Pathologist\*

\_\_\_\_\_  
Date

\*The signature on this evaluation does not necessarily indicate agreement with its contents, and he/she may add additional comments and/or attach additional information to this form.

Additional Comments May Be Attached On a Separate Sheet By Principal/Superintendent or Teacher

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