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NEGOTIATED AGREEMENT

between the

**NEW PHILADELPHIA
EDUCATION ASSOCIATION**

and

NEW PHILADELPHIA BOARD OF EDUCATION

August 1, 2017 - July 31, 2020

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ARTICLE 1 – RECOGNITION

1.01 Preamble

This Agreement is made by and between the New Philadelphia City School District Board of Education, hereinafter referred to as the Board, and the New Philadelphia Education Association, hereinafter referred to as the "Association."

1.02 Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent for all certificated personnel in the school district, including tutors, except confidential employees, casual substitutes, supervisors, and administrative personnel as defined in O.R.C. §4117.

ARTICLE 2 – PROFESSIONAL NEGOTIATIONS

2.01 Inaugurating Negotiations

A. A written request for negotiations may be submitted by the teachers' organization to the Superintendent, or by the Superintendent to the Association not earlier than one hundred and twenty (120) days prior to the expiration of the existing agreement.

1. The parties shall bargain all matters pertaining to wages, hours, or other terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Agreement between parties.

2. A list of persons who will participate in negotiations will be submitted.

2.02 Conducting Negotiations

A. Meetings

Meetings between representative(s) of the Association and the Superintendent or his official representative(s) will be scheduled for a mutually satisfactory time within three (3) weeks after the initial request.

1. There will be a mutual exchange of packages at the first negotiations session. In the event that business is left unfinished at any meeting, another meeting must be scheduled within ten (10) calendar days unless a later date is mutually agreed to by the parties.

2. A consultant may be used by either party if deemed advisable.

3. During the period of consideration, interim reports of progress may be made to the Association organization by its representative(s) and to the Board by the Superintendent.
4. While private negotiations are in process, observers may be admitted by mutual consent only and any releases prepared for news media must be approved by both groups.
5. In the event that consensus is not reached within forty-five calendar (45) days of the initial meeting, the parties are at impasse and shall proceed to Section C.2 unless mutually agreed otherwise.

B. Reporting

1. When the participants reach a consensus, a joint report will be prepared.
2. In the event a consensus is not reached on all items, reports may be presented to the Board by either or both parties and by the Board or the Superintendent to the Association and other teachers. Parties shall advise the other party of their intent prior to the reporting.

C. Action

1. When a joint report on which consensus has been reached is presented:
 - a. The Association shall submit the joint report to its membership within seven (7) calendar days for ratification.
 - b. Upon receipt of written notice of ratification from the Association the joint report shall be submitted within fourteen (14) calendar days to the Board for approval.
2. When the representatives of the Association and the Board Negotiator cannot reach agreement either the Board or the Association may request the services of a mediator from the Federal Mediation and Conciliation Services, Cleveland, Ohio.

3. Board of Review

In the event that agreement is not reached with the Board as per section 2, either the Board or the Association may request that a Board of Review be created.

Review will be created within twenty-eight (28) calendar days unless both parties agree to a later date.

- a. The Board of Review consisting of three (3) members will be created in the following manner:
 - i. The Board will select one member.
 - ii. The Association will select one (1) member.
 - iii. The two (2) members selected shall use the following method to select a third member, who shall serve as chairperson: After conferring, either member may request the Federal Mediation and Conciliation Services, Washington, D.C., to submit list of seven (7) nominees. From this list, each member will have the right to strike one name until one name remains. This person shall be the Chairperson. The striking of the first name will be determined by the toss of a coin.
 - b. The Board of Review will have authority to hold hearings and to confer with any parties deemed advisable in seeking to affect a recommendation to the Board and the Association.
 - c. All hearings conducted by the Board of Review shall be in closed session.
 - d. Whatever conclusion that the reviewing board may arrive at can be only advisory or in the nature of recommendations to the Board and Association.
 - e. The Association and the Board shall be responsible for the cost, including expenses, if any, of their respective member on the Board of Review.
 - f. The cost, including expenses, if any, of the chairperson shall be shared equally by the parties.
4. The above sections (C) (2) and (3), represent the agreement between the parties to resolve disputes in negotiations under ORC §4117 (C) (1) (f). This agreement supersedes the procedures for dispute resolution in ORC §4117.14.
 5. The Association reserves its right to invoke the provisions of ORC §4117.14 (D) (2) should the dispute resolution procedure be unsuccessful.

ARTICLE 3 – BOARD OF EDUCATION RIGHTS

- 3.01 Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Section 4117 of the revised code impairs the right and responsibility of each public employer to:
- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employers, standards of services, its overall budget utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of governmental operations;
 - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - E. Suspend, discipline, demote, or discharge for just cause, or lay off transfer, assign, schedule, promote, or retain employees;
 - F. Determine the adequacy of the work force;
 - G. Determine the overall mission of the employer as a unit of government.
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the public employer as a governmental unit.
- 3.02 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as effect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an 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.

ARTICLE 4 – ASSOCIATION RIGHTS

- 4.01 The Association shall have the sole and exclusive rights to:
- A. Have the right to insert materials in the teachers' mailboxes.
 - B. Make use of bulletin boards or display areas which are in the teachers' lounges for Association communications. The Administration will designate bulletin boards or display areas for Association communications in buildings that do not have teachers' lounges.

- C. Be given reasonable time at each faculty meeting for announcements by building representatives.
- D. Announcements may be read over the school P.A.
- E. Have the right to use the inter-school mail service for NPEA communications.
- F. Have the exclusive right to payroll dues deductions as provided for herein.
- G. Be provided the names and addresses of newly employed teachers following Board approval of their contract.
- H. Have the right to hold general membership meetings, committee meeting and building membership meetings on school property at reasonable times and so long as there is no cost to the Board.
- I. Have Association members visibly display a standard emblem on bulletin boards in lounges or association members' mailboxes at the member's option.
- J. Board agendas, and any additions or corrections to the Board agendas, will be provided to the Association President when the entire Board receives the agendas or updates or corrections. A draft of the Board agenda with bullet points of items that need to be clarified or finalized will be sent to the entire Board and the Association at least two (2) work days prior to the regularly scheduled Board meeting. When the items are clarified or finalized, the Association will receive the items at the same time they are sent to the entire Board.
- K. For special or emergency meetings, the Association will receive the agenda at the same time as the entire Board. The Association will be informed of any special board meetings when the Board finalizes the date for such meetings.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 General Provisions

- A. A "grievance" is a claim by a teacher(s) based upon an event which affects a condition of employment of a teacher or group of teachers involving an alleged violation, misinterpretation, or misapplication of any provisions of this Agreement.
- B. An "aggrieved" person is a teacher(s) or the Association having a grievance.
- C. "Days" shall be defined as work days, with work days defined as follows:
 - (1) During the teacher school year, work days are days when teachers are

in sessions; and (2) Outside of the teacher school year, work days are days when the Board office is open.

- D. The purpose of the grievance procedure is to secure a proper solution to grievances at the lowest possible level.
- E. Grievances should be processed rapidly.
- F. A grievant may elect not to have a representative, however, any representation must be provided by the Association. A grievant may be represented at all stages of the grievance procedure by not more than three (3) individuals.
- G. The Association shall have the right to have its representatives present at the stages of the grievance procedure affecting a bargaining unit member beginning with Stage 2; however, no teacher shall be required to be represented by the Association.
- H. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- I. Reference to the "Superintendent" shall include an "Acting Superintendent" if a superintendent has not been appointed by the board.
- J. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it is based. Grievances not appealed in writing within the timelines set forth below, shall be considered waived.
- K. Nothing contained in this procedure shall be construed as limiting the individual right of any employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

5.02 Stage 1 - Informal Procedure

A person having a grievance will discuss it with his supervisor(s), either directly or with a representative, with the objective of resolving the matter informally. The aggrieved shall state in writing to the supervisor prior to the discussion that the discussion is in the Informal procedure level of the Grievance Procedure. If the grievance is submitted through a representative, the aggrieved must be present during the discussions of the grievance.

5.03 Stage 2

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within seven (7) days after the written grievance is

presented to him, the supervisor shall render a written decision and present it to the aggrieved, his representative and the Association President.

5.04 Stage 3

- A. If the grievant is not satisfied with the decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the aggrieved shall, within seven (7) days after receiving the written decision in Stage 2, file a written appeal of the decision at Stage 2 with the Superintendent. Copies of the written decision at Stage 2 shall be submitted with the appeal.
- B. Within seven (7) days after receipt of the appeal of the aggrieved, the Superintendent or his representative, other than aggrieved supervisor, shall hold a hearing with the aggrieved.
- C. The Superintendent shall render a decision in writing to the aggrieved and to the Association President within seven (7) days after the conclusion of the hearing.

5.05 Stage 4

- A. If the aggrieved and the Association are not satisfied with the decision at Stage 3 and the aggrieved and the Association determine that appealing it is in the best interest of the school system, the grievance may be submitted to binding arbitration. The Association shall inform the Superintendent of the demand for arbitration within ten (10) days of the receipt of the Stage 3 decision. The Association and the Board shall utilize the services of the American Arbitration Association to provide a list of arbitrators. The arbitrator shall be selected pursuant to American Arbitration Association rules. The costs incurred for the arbitrator shall be equally shared by the Board and the Association. The decision of the arbitrator shall be binding upon all parties. The arbitrator shall not have the power to add to, subtract from, or otherwise alter the terms and conditions of this Agreement.

ARTICLE 6 – CONTRACT YEAR, INSERVICE DAYS AND WORKING CONDITIONS

- 6.01 The number of contract work days in a school year for members of the bargaining unit shall be one hundred eighty-four (184) days or the hourly equivalent. The Labor Management Committee will develop district school calendar recommendation(s). Should more than one (1) district school calendar recommendation be developed, the calendar recommendations will be presented to the staff for a vote. The Board of Education will consider the district school calendar recommended by the staff; however, the Board of Education will have the final approval of the district school calendar. The number of days the school is closed as a result of calamity will be a maximum of five (5) days. The board may approve additional calamity days. Teachers are not required to report to work on a calamity day. Staff will submit a maximum of three (3) blizzard bag days, if

permitted by law; that will be utilized after five (5) calamity days have been expended. After all three (3) blizzard bags are utilized, the board, when able, may grant additional calamity days. Except as otherwise provided in this Agreement, the length of the work day shall not exceed seven (7) hours and thirty (30) minutes.

- A. For elementary schools, the work day will begin forty (40) minutes prior to the bell which announces student arrival time and will continue five (5) minutes after the dismissal of students. A maximum of two (2) early morning planning/collaboration meetings per week may be scheduled by the building or district administration. No specials can be shortened or eliminated due to this change in the elementary school work day.

Sample: Time Schedule

Teachers reporting/meeting time – (8:20 a.m. – 9:00 a.m.) Students not in the building.

Students Arrive – 9:00 – 9:15 a.m. (Tardy bell rings at 9:15 a.m.)

Students Dismissal – 3:45 p.m.

Teacher Dismissal – 3:50 p.m.

- B. For high school and middle school, the work day may begin no more than fifteen (15) minutes prior to the bell which starts the student day and continue no more than fifteen (15) minutes after the dismissal of students.
 - C. Those bargaining unit members who are responsible for monitoring before and after school bus loading and unloading outside the work day shall be issued a supplemental contract for two (2) days' pay for the school year. The two (2) days' pay shall be based on the employee's per diem salary.
 - D. Bargaining unit members will be required to attend two (2) school sponsored weekday evening activities. Unit members will be notified on the first workday of the two (2) evening activities they are required to attend by the building principal.
 - E. Beginning in the 2014-2015 school year, the Labor Management Committee will discuss/explore the concepts of Teacher Based Teams (TBTs), Professional Learning Committees (PLCs) and common planning time.
- 6.02 All full-time members of the bargaining unit shall receive a minimum of two hundred (200) minutes of planning and preparation time per week. Administration will not require bargaining unit members to utilize individual planning time for state and other district mandated practices. In the event that it is necessary to have a bargaining unit member attend an administrator assigned meeting in lieu of

planning time, said bargaining unit member shall be paid according to Article 20 Substitute Teachers.

Elementary - Every attempt shall be made to have library time on a day that a bargaining unit member does not have another special. Additionally, bargaining unit members shall not be required to attend library time. However, a departmentalized bargaining unit member shall have library on their non-special day. PLC meetings cannot occur on a day when there is no special unless the bargaining unit member agrees.

- 6.03 All members of the bargaining unit shall receive at least thirty (30) minutes of uninterrupted, duty free lunch time during the work day.
- 6.04 There will be no more than nine (9) hours of staff meetings per year for each bargaining unit member. Additionally, there will be no more than ninety (90) minutes of building staff meetings in any one (1) month and no more than two (2) building staff meetings in any one (1) calendar month. Agendas for building staff meetings will be provided at least one (1) work day in advance of the building staff meeting. Whenever possible time will be designated/allotted in the agenda/building staff meetings to address building issues at these building staff meetings. Notice of the building staff meeting dates and times will be provided to bargaining unit members for his/her respective building by the first work day September. In the case of a traveling teacher, s/he will attend the building staff meetings for the building that has been designated as his/her home base unless otherwise indicated by the Superintendent or his/her designee.
- 6.05 To increase the relevancy and flexibility of in-service days, a cooperative effort shall be made to obtain and implement the content and format of in-service days during the school year.
- 6.06 A committee composed of three (3) bargaining unit members appointed by the Association President, and three (3) administrators appointed by the Superintendent shall be responsible for developing, planning and promoting in-service programs which meet the specified needs of the teachers within the district. The committee shall meet no fewer than three (3) times per year.
- 6.07 Non-instructional duties (e.g. lunchroom, playground duty, etc.) that are to be performed during the workday will be enumerated and equitably distributed among unit members assigned to each building. Bargaining unit members shall be permitted to split and/or share their duties with the understanding that at no time will children be left unsupervised.
- 6.08 Within a building, if a class size inequity exists between two (2) or more teachers instructing the same subject, during the same class period, the teachers will be able to balance their class size by transferring students, upon building principal approval. If the building principal denies the class size balance request, s/he must provide in writing the reasons for the denial to the staff members making the

request. If the class size balancing request is approved, teachers will submit class change form(s) to the guidance office to facilitate the class roster changes.

- 6.09 Within a building, if a total student load inequity exists between two (2) or more teachers within a department or grade level, the teachers will be able to balance their total student load by rearranging the distribution of subject matter within the teachers' schedules upon building principal approval. If the building principal denies the total student load balancing request, s/he must provide in writing the reasons for the denial to the staff members making the request.
- 6.10 Elementary teachers shall not be required to attend technology class with his/her students.

ARTICLE 7 – LEAVES OF ABSENCE

7.01 Professional Improvement and Sabbatical Leave

The Board agrees to provide teachers the opportunity for an unpaid leave of absence not to exceed two (2) consecutive school years for the purpose of professional improvement or sabbatical reasons. Such leave may be approved at the discretion of the Board for individuals with at least three (3) years of continuous service in the school district, except that a staff member who has taken an unpaid professional improvement or sabbatical leave of absence must complete five (5) years of continuous service since returning from such leave. No more than two percent (2%) of the staff may be on unpaid leave of absence during any one (1) school year.

7.02 Maternity, Child Care and Adoption Leave

The Board agrees to provide teachers maternity and child care leave of absence without pay as set forth below:

- A. A maternity leave due to illness or disability related to pregnancy, childbirth or recovery therefrom shall be approved for the balance of the school year in which the birth of a child is expected unless such leave is earlier terminated as hereinafter provided.
- B. Paid Adoption Leave will be granted in a block up to fifteen (15) consecutive workdays. The paid adoption leave will be deducted from the employee's sick leave.
- C. A teacher who is adopting an infant child (infant child is defined as five [5] years old or younger) shall be entitled to unpaid leave after utilizing the paid adoption leave provision.
- D. A child care or adoption leave shall be approved for one (1) additional school year upon request of the teacher to the Superintendent, made not later than April 1st preceding the year for which such leave is requested.

- E. When the teacher desires to terminate such leave, application for reinstatement may be made to the Superintendent by said teacher at any time during the school year. The teacher shall be considered for reinstatement during the school year for a vacancy occurring in a position for which she holds certification.
- F. Upon return from child care or adoption leave the teacher shall be entitled to reinstatement to the same contractual status which was held prior to the leave, and to a position for which the teacher holds valid certification.
- G. If a reduction in force (RIF) takes place while the teacher is on leave, the teacher is subject to the RIF policy and C and D of the above may not apply.
- H. A teacher on child care leave or adoption leave may continue to participate in those insurance benefits which are provided to other teachers by advance monthly payment to the Treasurer's Office of the group rate.

7.03 Personal Leave

- A. Personal leave will be available to each employee limited only as follows:
 - 1. No more than ten percent (10%) of the Elementary certified staff and five percent (5%) of the High School and Middle School certified staff can be out of a given building on the same day using personal leave. (When an emergency situation arises on a given day, personal leave exemptions to the ten percent (10%) and five percent (5%) will be granted by the superintendent).
 - 2. Requests for personal leave shall be made to the Principal at least five (5) working days in advance of the anticipated absence on the form prescribed by the Board. In case of emergency, requests to the Principal shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. If circumstances make the five (5) day advance request impossible, the employee shall notify the Principal as soon as is practicable, and approval by the Principal or the Principal's designee will, when appropriate, be granted after the fact.
- B. Personal leave days cannot be used:
 - 1. During the first two (2) or last two (2) student days of the school year.
 - 2. On Parent-Teacher Conference Days.
 - 3. On required in-service education days.

- C. Each regular employee shall be granted up to three (3) days of unrestricted personal leave per school year at the employee's regular compensation. Requests for personal leave shall be made to the Superintendent at least five (5) working days in advance of the anticipated absence on the form prescribed by the Board. In case of emergency, requests to the Superintendent shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. If circumstances make the five (5) day advance request impossible, the employee shall notify the Superintendent as soon as is practicable, and approval by the Superintendent or the Superintendent's designee will, when appropriate, be granted after the fact.
- D. Any unused personal days in a school year shall be rolled over to the next school year. No more than five (5) personal days shall be accumulated in any one (1) school year. Unused personal day(s) unable to be rolled over due to maximum accumulation shall be added to the sick leave accumulation up to the maximum number of days set forth in Article 7.04(B).

7.04 Sick Leave

- A. Each teacher shall earn sick leave at the rate of one and one-quarter (1¼) days per month. Fifteen (15) days maximum per year.
- B. Beginning with the 2014-15 school year, the ceiling on accumulated sick leave shall be two hundred sixty (260) days.
- C. Teachers new to the district may transfer accumulated sick leave from their last Ohio Public Agency in an amount not to exceed the total allowed by the New Philadelphia City School District.
- D. Should an employee have absences due to illness of more than his total accumulated sick leave, such employee will be granted an advancement of sick leave to a maximum of five (5) days, if requested, except that the number of days advanced shall not exceed the days of sick leave that can be accumulated before the end of the current school year.
- E. If the employee should resign, be placed on leave of absence, or become deceased before this advancement of sick leave has been earned back, such unearned sick leave shall be deducted from final adjusted pay.
- F. Teachers may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate Family Defined:

Immediate family shall include: spouse, children, step-children, step-parents, parents, in-laws, brother, sister, grandchildren, grandparents,

aunts and uncles or a relative living in the household, or persons with whom the employee has a custodial or guardian relationship.

- G. Extended or chronic absences may require medical verification at the request of the superintendent. Extended absence is defined as five (5) consecutive days of absence. Chronic absence is defined as fifteen (15) days cumulative absences within a school year. In addition, when the Superintendent suspects abuse or falsification of sick leave, he/she may require medical verification of the need for sick leave. Verification is defined as a statement from the doctor as to the nature of the illness and duration of the absence.
- H. The employee shall be required to certify that he/she is using sick leave in accordance with this provision.

7.05 Assault Leave

A teacher who is absent due to physical or emotional disability documented in writing by the employee's physician, resulting from a physical assault which occurred while the teacher was performing in the confines of their employment, assignment or duties shall be granted up to thirty (30) days of assault leave at full pay and benefit status. A maximum of thirty (30) additional days of assault leave may be granted by the Board. Assault leave shall not be deducted from accrued sick leave. Assault leave shall be granted in accordance with policy and rules established by the Board.

7.06 Association Leave

The Association shall be granted a total of ten (10) days annual leave for representatives to attend professional business meetings. This leave is non-accumulative. The Board will pay the expenses of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.

The Association President shall notify the District if the President is not the teacher using Association leave.

7.07 Sick Leave Bank

A sick leave bank shall be established in order to provide members of the sick leave bank additional sick leave. For the 2009-10 school year, employees who are not members of the sick leave bank may become a member by donating one (1) sick day by November 1, 2009. Any current employee who does not opt to join by November 1, 2009 shall not be permitted to participate in the bank for the duration of this agreement. No further sick leave donations are required to remain a participant for the life of this contract. Any employees new to the district may become a participant at the time of employment by making a one-time, one-day donation to the bank. Once the sick leave bank reaches one thousand three

hundred fifty (1,350) days or less, the maximum days the bank will hold shall be one thousand three hundred fifty (1,350) days.

Once the number of days in the bank drops below one thousand three hundred fifty (1,350) days, any member of the bargaining unit or administration may become a member of the sick leave bank by donating up to three (3) days of his or her accumulated sick leave on an annual basis until the number of days reaches one thousand three hundred fifty (1,350). Once the number of days reaches one thousand three hundred fifty (1,350) days, the procedures set forth in paragraph 1 will be in effect. However, any new employees will have a period of thirty (30) days from the date of being notified of the right to donate days to donate one (1) day of sick leave to the bank. This sick leave donation will occur during the month of October. Should the bargaining unit member wish to make an additional contribution to the bank they may make a voluntary contribution of up to three (3) days each February.

1. Any member of the bargaining unit or administration may become a member of the sick leave bank by donating up to five (5) days of his or her accumulated sick leave on an annual basis. This sick leave donation will occur during the month of October. Should the bargaining unit member wish to make an additional contribution to the bank they may make a voluntary contribution of up to five (5) days each February.
2. Members of the bargaining unit or Administration may withdraw from participation in the bank at any time, but the days they have donated are not refundable to them.
3. Only members of the sick leave bank are eligible to receive sick leave bank benefits.
4. Members of the sick leave bank are eligible to draw up to ninety-two (92) days per year from the bank if: (1) all of the individual's accumulated sick leave, unrestricted personal leave, and available sick leave advance, has been utilized; (2) the member has been absent for a minimum of twenty (20) consecutive work days; (3) the individual is a member of the sick leave bank.
5. A sick leave bank committee shall be formed to oversee the bank. Two (2) representatives shall be designated by the Association President and two (2) representatives shall be designated by the Superintendent, of which the Superintendent may be one. The committee shall have the authority to confirm the request for sick leave with the member's physician.
6. The Board shall remit the regular salary to the sick leave bank member and shall assume all costs for the administration for the sick leave bank.
7. The sick leave bank can be used for a maximum of ten (10) days for paternity or maternity leave.

7.08 Jury Duty/Court Leave

Members of the bargaining unit who are subpoenaed for either jury duty or to serve as a witness in a court proceeding in which the employee or the Association is not plaintiff or in which the Board is not a defendant shall be granted paid leave for the duration of time necessary to complete their obligations. Any payment received for either jury duty or as a witness shall be transmitted to the Board of Education. If in the event the Association and/or members of the bargaining unit are plaintiffs and the Board and/or members of the administration are defendants, release time will be provided to members of the bargaining unit for the time necessary to appear and testify, and the Association shall cooperate with the Superintendent in the scheduling of such release time to minimize classroom absences.

7.09 Family Medical Leave

A. In order to be eligible, an employee must have completed twelve (12) months of service to the school district.

1. The maximum allowable leave under this provision shall be twelve (12) weeks during any twelve (12) month period.
2. Qualifying use for leave under this provision include:
 - a. The birth and care of a child. (Must be used within the first twelve (12) months of birth.)
 - b. The adoption or placement of a child in foster care. (Must be used within the first twelve (12) months after adoption or placement.)
 - c. The care for a spouse, child, or parent who has a serious health condition if verified by the health care provider. Family medical leave cannot be taken to care for a parent-in-law.
 - d. The employee's own serious health condition which makes him/her unable to perform his/her job functions.

B. Procedures for the Family Medical Leave

1. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written application, requiring Superintendent's approval shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the education process and district operations. The Board may require the employee to provide certification from a health

- care provider containing verification in accordance with the Family Medical Leave Act if he/she requests a medical leave.
2. An employee is required to first use available paid leave, sick leave (if for an appropriate personal/sick leave purpose). Paid leave can satisfy part or all of the twelve (12) week family medical leave.
 3. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
 4. Serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves: a) inpatient care in a hospital, hospice or residential medical facility or b) continuing treatment by a health care provider.
 5. If a husband and wife are employed by the Board, and are eligible for family medical leave, their combined amount of leave for birth, adoption, foster care placement and parental illness is limited to twelve (12) weeks.
 6. Once the leave is approved by the Superintendent and the Board, it may be altered or canceled with the approval of the Superintendent, Board and the Employee.
 7. Upon returning from family medical leave, the Board will restore the employee to the same or equivalent position. If an employee on family medical leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.
- C. The twelve (12) month period in which the twelve (12) weeks of leave may be taken begins yearly on July 1.
- D. When an employee begins leave more than five (5) weeks before the end of a semester the employee is required to continue taking leave until the end of the semester if:
1. the leave will last at least three (3) weeks; and
 2. the employee would return to work during the three (3) week period before the end of the semester.

- E. When an employee begins leave for a purpose other than the employees own serious health condition during the five (5) week period before the end of the semester, the employee is required to continue taking leave until the end of the semester if:
 - 1. the leave will last more than two (2) weeks, and
 - 2. the employee would return to work during the two (2) week period before the end of the semester.
- F. When an employee begins leave for a purpose other than the employee's own serious health condition during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the employee is required to continue taking leave until the end of the semester.

ARTICLE 8 – ASSIGNMENTS AND CONTRACTS

8.01 Contracts issued to teachers will contain the following information:

- A. Name of teacher
- B. Type of contract and number of years if more than one (1).
- C. Annual compensation to be paid for the first year of the contract.
- D. Basis for determining compensation for the first year of the contract (i.e., BA Degree, Year(s) of experience).
- E. Signatures of the employee and the Treasurer.

8.02 Effective for the 2018-2019 school year employment contracts will be offered as follows:

8.021 Sequence of Limited Contracts

Upon Initial Employment	One (1) Year
Second (2nd) Contract	One (1) Year
Third (3rd) Contract	One (1) Year*
Fourth (4th) Contract	Two (2) Years (if no professional licensure) or up to Three (3) years or continuing contract if eligible **
Fifth (5th) Contract and beyond	Up to Five (5) years or continuing contract if eligible **

*Bargaining unit member(s) who have obtained a continuing contract in another Ohio school district will be eligible for a continuing contract in accordance with Ohio law.

**Bargaining unit members(s) may apply for continuing contract in accordance with Ohio Law.

- 8.022 In the case of awarding the fourth (4th), fifth (5th) and beyond limited employment contracts, an employment contract may be less than the specified years in the instance(s) where the employee would be on an improvement plan, not awarded tenure, or a poorly performing teacher. In such case(s), bargaining unit members would be award an extended limited contract in accordance with the law.
- 8.023 All licensed employees will receive salary notification in accordance with the law
- 8.03 The non-renewal of a regular limited contract will comply with O.R.C. §3319.11 and §3319.111.
- 8.04 The termination of a teacher's contract will comply with O.R.C. §3319.16 and §3319.161.
- 8.05 Non-renewal of limited teaching contracts for probationary employees who have been employed for three (3) years or less.
- A. At least ten (10) days prior to the Board action, limited contract teachers who have been employed for three (3) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.
- B. The non-renewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and O.R.C. §3319.112 and such teachers shall have no right to challenge nonrenewal pursuant to O.R.C. §3319.11 or O.R.C. §3319.111 or O.R.C. §3319.112 or through the negotiated grievance procedure.
- 8.06 It is the express intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation as set forth in Ohio Revised Code, including, but not limited to: O.R.C. §3319.11, O.R.C. §3319.111 and O.R.C. §3319.112.

ARTICLE 9 – VACANCIES AND TRANSFERS

- 9.01 During the school year all vacancies in certified/licensed staff positions which occur will be sent electronically via email. Such posting shall take place for a minimum

of seven (7) calendar days except from August 1st through the first two (2) weeks of September when such posting shall be for only two (2) working days. During August 1st through the first two (2) weeks of September, the district shall send out an all call notification in addition to the electronic email notification.

9.02 During the summer months when school is not in session, staff members may call or visit the Central Office for information pertaining to vacancies that have been posted.

9.03 The filling of vacancies in the bargaining unit shall be made by the Superintendent. In filling such vacancies, the Superintendent will consider the following:

- A. Contribution individual could make to pupils in the position.
- B. Appraisal and recommendations made by the principals.
- C. Qualifications for the position to be filled and when appropriate the position which would be vacated.
- D. Opportunity for professional growth;
- E. Improvement of the educational program or services; and,
- F. The length of service in the district.

9.031 The Association President shall receive notification of all internal bargaining unit member applicants for any district vacancy.

9.032 Any bargaining unit member(s) who applies for a vacancy and is properly licensed for the said position shall be granted an interview.

9.033 Outside candidates not licensed/certificated for the vacancy or who will not have the ability to obtain the required license/certificate by the initial work day of the contract year in which s/he is to be employed will not be provided an interview over an internal candidate who is properly licensed.

9.04 Change in Assignment, Voluntary and Involuntary Transfers

Assignment/Change in Assignment

9.041 Each year by February 1, the Superintendent shall send a notice to the members of the bargaining unit inquiring as to their desires for building placement, grade level/subject assignments, and supplemental contracts. All Intent forms must be returned to the Superintendent by April 1st each year. Intent forms shall be voided each October.

- 9.042 Changes in teaching assignment from the previous year shall be discussed with the bargaining unit member first before action is taken. Teachers under contract as of May 1 for the following school year will be notified in writing by June 15 of their subject area(s) and/or grade to be taught and the building where they will teach. Secondary teachers will be notified in writing by June 15 about their tentative class schedule and number of periods in the school day.
- 9.043 An effort will be made to maintain these assignments. If a change is made in the tentative assignment, or the assignment is different from the previous year, an explanation will be given to the affected teacher by the Superintendent or his designee, with the final decision being made by the Superintendent. Nothing shall prohibit a member of the bargaining unit from discussing a desired change in assignment with the Superintendent.
- 9.044 If secondary scheduling and elementary attendance patterns are under study, then the assignment letter will be sent out as soon as possible, if not by June 15. The teachers and the Association will be notified in advance if the June 15 date cannot be met.

Voluntary Transfers – this language is applicable when a vacancy exists

- 9.045 A member of the bargaining unit may request to be considered for a voluntary transfer when a vacancy occurs by submitting their request in writing to the Superintendent. These requests may be withdrawn at any time and shall only be effective until the vacancy is filled. The response on the Intent forms may be considered by the Superintendent in filling vacancies. The Association President will receive a copy of all voluntary transfer requests.
- 9.046 Two bargaining unit members may also request to switch positions within their current building for a school year. Such request is to be submitted to the building principal.

Involuntary Transfers – this language is applicable when a vacancy exists

- 9.047 Involuntary transfers shall be a change in teaching position not initiated by the bargaining unit member. Bargaining unit members being involuntarily transferred will be transferred only to a position for which they are fully and properly certified/licensed. In discussing an involuntary transfer, there will be a meeting (within five (5) days for a written request) of the bargaining unit member(s) involved and the Superintendent or his/her designee. The involved bargaining unit member(s) shall be given the reasons for the involuntary transfer, in writing, prior to the aforementioned meeting.

- 9.048 Such involuntary transfers shall be accomplished by moving the least senior bargaining unit member who is qualified for the position to be filled through involuntary transfer.
- 9.049 Any bargaining unit member receiving notice that s/he is to be involuntarily transferred after August 1st shall receive a five hundred-dollar (\$500) stipend
- 9.05 Two bargaining unit members may also request to switch positions within their current building for a school year. Such request is to be submitted to the building principal.
- 9.06 Teachers being involuntarily transferred will be assigned only to a position for which they are fully and properly certified. In discussing an involuntary transfer, there will be a meeting (within five (5) days for a written request) of the teacher(s) involved and the Superintendent or his/her choosing for the meeting. The involved teacher(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

ARTICLE 10 – TEACHER EVALUATION

- 10.01 Evaluation of certified/licensed teaching staff using Ohio Teacher Evaluation System (OTES). The evaluation of teachers, who spend fifty percent (50%) or more of his/her time providing content-related student instruction, shall be in accordance with this procedure, which align with the Standards for the Teaching Profession set forth in state law. The definitions prescribed in the Ohio Revised Code 3319, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.

Evaluation of certified/licensed counseling staff using the Ohio School Counselor Evaluation System (OSCES). The evaluation of school counselors shall be in accordance with this procedure, which aligns with the Standards for the Ohio School Counselors. The definitions prescribed in the Ohio Revised Code 3319.113, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.

- 10.02 District administrators who are credentialed shall be responsible for evaluation of the performance of teachers/school counselors. The evaluator shall also be credentialed by the Ohio Department of Education to administer the Ohio Teacher Evaluation System (OTES)/Ohio School Counselor Evaluation System (OSCES) so long as such credentialing exists. If a teacher/school counselor is being evaluated by someone other than his/her building principal or immediate supervisor, the teacher/school counselor will be notified of their intended credentialed evaluator no later than Sept 15 or within thirty (30) days of employment if employed after the start of the school year. However, bargaining unit members shall not serve as credentialed evaluators. Where a teacher/school counselor is under a continuing contract or under consideration for renewal/non-

renewal or under an improvement plan, a District administrator will serve as the Credentialed Evaluator. The Credentialed Evaluator assigned to the teacher/school counselor shall complete all components of the Teacher/School Counselor Performance component except in the case of extenuating circumstances.

- 10.03 All teachers/school counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year. The first observation will occur before the conclusion of the first semester. No teacher/school counselor may be evaluated more than once annually.

A teacher/school counselor who is assigned an evaluation rating of Accomplished on the teacher's/school counselor's most recent evaluation conducted under this section shall be evaluated once (1) every three (3) school years, unless his/her contract is up for renewal. The triennial evaluation shall be completed by May 1 of the applicable school year, and the teacher/school counselor shall receive a written report of the evaluation by May 10 of that school year. Such teacher/school counselor must meet and maintain the following requirements: have student growth scores (SGM) at ratings of average or above average for a teacher or have metric of student outcomes as skilled or higher for a school counselor; and a credentialed evaluator shall conduct one (1) formal observation (a pre-conference if requested by teacher/school counselor) and one (1) post-conference with the teacher/school counselor for each year the evaluation cycle is deferred.

A teacher/school counselor who is assigned an evaluation rating of Skilled on the teacher's/school counselor most recent evaluation conducted under this section shall be evaluated once every two (2) school years, unless his/her contract is up for renewal. The biennial evaluation shall be completed by May 1 of the applicable school year, and the teacher/school counselor shall receive a written report of the evaluation by May 10 of that school year. Such teacher/school counselor must meet and maintain the following requirements: have student growth scores (SGM) at ratings of average or above average for a teacher or have metric of student outcomes as skilled or higher for a school counselor; and a credentialed evaluator shall conduct one (1) formal observation (a pre-conference if requested by the teacher/school counselor) and one (1) post-conference with the teacher/school counselor for each year the evaluation cycle is deferred.

In any year in which a teacher/school counselor will not be formally evaluated, as a result of having previously received a rating of accomplished or skilled, the formal observation process shall not require a pre-observation conference or submission of the pre-observation form. Likewise, the submission of the post observation form shall not be required. The information/forms generated in this section will be provided to the teacher/school counselor however will not be placed in the employee's personnel file.

A teacher/school counselor may request a formal observation at any time, in addition to those required. Such request may be denied by the Evaluator. The evaluator will supply the teacher/school counselor with the reason for the denial in writing.

- 10.04 Teachers/school counselors who are on a limited or extended limited contract and who are under consideration for non-renewal shall be evaluated based on at least three (3) formal observations of at least thirty (30) minutes each and periodic walk-throughs during the last year of their contract. The Superintendent may waive the third (3rd) observation, if the teacher/school counselor is not being considered for non-renewal.
- 10.05 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the 21 days. (Calendar days exclude Winter and Spring breaks for this Article only).
- 10.06 All teacher/school counselor evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10. A final summative rating of teacher/school counselor effectiveness forms (Appendices M/Q) will be completed, signed by the evaluator and the teacher/school counselor. The teacher's/school counselor's signature should not be construed as evidence that the teacher/school counselor agrees with its contents.
- 10.07 Evidence provided by the teacher/school counselor and gathered by the evaluator during the pre-conference, formal observations, walk-throughs, post-conference, required school sponsored events, and other substantiated factors impacting the teacher's/school counselor's performance or professionalism will be used by the evaluator when applying the Performance Rubric. All observation of teacher/school counselor work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher/school counselor. A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples. A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized tests, course completion, graduation rate, attendance, ACT/SAT, discipline reports, office referrals, counselor logs, teacher feedback surveys, backpack web, Ohio means jobs, acceptance rates, and exposure to post-secondary options/surveys.
- 10.08 All evaluation documents and rubrics (print or digital) used will be based on documents from the ODE OTES/OSCES or other forms that have been mutually agreed upon. The evaluation matrix will be used to determine the final summative rating. A teacher/school counselor may include a written response within ten (10) work days of receipt of an observation (formal or informal), a walk-through, or a summative rating.

10.09 The formal observation shall consist of: a pre-observation conference, an observation, and a post-conference. Formal observations shall be conducted in collaboration with the credentialed evaluator and the teacher/school counselor. The pre- observation conference will occur within five (5) work days of the observation and the post-conference will occur within ten (10) work days following the observation, unless the teacher/school counselor or administrator is absent during that observation or evaluation timeframe, or unless other extenuating circumstances exist. The teacher/school counselor will provide the pre-observation form to the credentialed evaluator at least one (1) school day prior to the pre-observation conference. The teacher/school counselor will provide the post-observation form to the Credentialed Evaluator at least one (1) school day prior to the post-observation conference. At the post-observation conference, the Credentialed Evaluator and teacher/school counselor will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form that the Credentialed Evaluator brings to the post-observation conference.

10.10 A walkthrough/informal observation ("walkthrough") is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator. There shall be no more than six (6) walkthroughs per Teacher/school counselor Performance Cycle, unless additional are requested by the teacher/school counselor. The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walk-through. A walkthrough shall be at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes. Within five (5) work days of completing the walkthrough, the evaluator shall provide the teacher/school counselor a copy of the Walkthrough/Informal Observation Data Form. If the teacher/school counselor requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs. The teacher/school counselor request to meet with the evaluator must occur within two (2) school days following the receipt of the Walkthrough/Informal Observation Data Form.

10.11 Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on teacher performance and student growth measure based upon percentages prescribed in Ohio law.

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on school counselor performance (Standards 1 – 6) and the metric of student outcomes (Standard 7).

In the event the Ohio Legislature modifies these criteria for teachers or school counselors; the Union and Board agree to negotiate on the limited issue of whether these criteria should also be modified in this Article.

- 10.12 Within ten (10) calendar days of receiving the final summative rating of teacher/school counselor effectiveness form, a teacher/school counselor has the right to make a written response to the evaluation and to have it attached to the final summative rating of teacher/school counselor effectiveness form that is placed in the teacher's/school counselor personnel file.
- 10.13 Teacher/school counselor Performance results are reported using a 1 – 4 rating structure with "1" indicating lowest performance to "4" indicating highest performance. Teacher/school counselor performance ratings are based on the teacher's current school year performance.
- 10.14 For Teachers, Student Growth is evaluated by a combination of: (1) Value-added data or an alternative student academic progress measure if adopted under O.R.C. §3302.03(C)(1)(e); (2) ODE-approved assessments and/or (3) Board determined measures. When available, value-added data or an alternative student academic progress measure if adopted under O.R.C. §3302.03(C)(1)(e) shall be included in the measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value-added progress dimension is applicable.

For School Counselors, the metric of Student Outcomes refers to the seventh area of the OSCES Evaluation Rubric that provides data demonstrating that student's skills, knowledge or behaviors have positively changed as a result of the school counselor's actions.

- 10.15 Beginning the 2014-2015 school year, teachers who are required by this article will complete the SLO template and checklist to construct Student Growth Measures and submit it to the District Evaluation Committee no later than the third (3rd) Monday of September.

A teacher whose SLO is rejected by his/her District Evaluation Committee shall have ten (10) calendar days to correct and resubmit the SLO.

Each teacher who is required by this article shall submit the SLO scoring template with the numerical rating to the District Evaluation Committee by May 1.

Each teacher who is required by this article shall receive notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the Superintendent or his/her designee within ten (10) calendar days of the date of the notice.

On or after July 1, 2014, the entire student academic growth factor of the evaluation for teachers whose schedule is comprised only of courses or subjects for which value-added data is applicable shall be based on the value-added progress dimension

During a school year that a teacher/school counselor is on extended leave of absence or sick leave [sixty (60) days or more], the teacher/school counselor will not be evaluated on student growth/value added unless the teacher/school counselor chooses to include the scores/ratings, but will be evaluated on teacher/school counselor performance measures. Any teacher/school counselor who was on leave from the school district for fifty percent (50%) or more of the school year shall be exempt from the evaluation process.

Teacher who has been involuntarily transferred – A teacher, who is involuntarily transferred to a different position (e.g. subject, grade level) shall not have the initial SGM score in the involuntary transfer impact any job action

Co-teaching arrangement (e.g. inclusion) – Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the actual instructional time each teacher has spent with the student(s). If the co-teaching teachers cannot agree on the percentage applied then the administration will set the SGM percentage for the co-teaching arrangement.

Students who are enrolled in value-added subject courses and who have twenty-five percent (25%) or more excused or unexcused absences for the defined interval of instruction may factor into a teachers' student growth/value added evaluation. Students who are enrolled in classes where vendor assessments or student learning objectives are being used to assess student growth and who have fifteen percent (15%) or more excused or unexcused absences for the defined interval of instruction may factor into a teacher's student growth measure. Data from Board-determined measures will be converted to a score of: (1) Above, (2) Expected, or (3) Below student growth levels. Students who are enrolled in school and who have fifteen percent (15%) or more excused or unexcused absences for the school year may factor into a school counselor's metric of student outcomes.

For the 2014–2015 school year, the District Student Growth Measurement Index shall be the following:

Teacher Category	Value-Added	Vendor Assessment	LEA Measure		Total
			SLO/Other	Shared Attribution	
A1	50%				50%
A2	Up to 26% proportionate to schedule		Remainder of percentage bringing to 50% total		50%
B		10%	40%		50%
C			50%		50%

The union will make an annual recommendation to the Superintendent on the District Student Growth Measurement Index for consideration. Should the Superintendent not accept the recommendation, the Superintendent could make a counter recommendation. Should neither recommendation be approved, the chart above will be used.

- 10.16 Teachers/school counselors who receive a final summative rating of Accomplished must develop a self-directed professional growth plan and may choose their credentialed evaluator(s) from the Board approved evaluator list. An evaluator may decline the selection. If the evaluator denies the selection, s/he must provide the teacher/school counselor with written reasons for the denial.

Teachers/school counselors who receive a final summative rating of Skilled or Developing must develop professional growth plans collaboratively with their credentialed evaluator(s) from the Board approved list.

Teachers/school counselors who receive a final summative rating of Ineffective must develop an improvement plan with their credentialed evaluator(s). The Superintendent/designee assigns credentialed evaluators to teachers/school counselors who receive a final summative rating of ineffective.

- 10.17 Effectiveness Rating shall be calculated utilizing the procedures under Ohio law.
- 10.18 The Superintendent or designee shall annually file a report to the Department of Education including only information required by law
- 10.19 Only the final evaluation rubric and the final summative rating of teacher/school counselor effectiveness form are to be placed in a teacher's/**school counselor's** file. The forms will be signed and dated by both the administrator and the teacher/school counselor. Signatures indicate only that the forms were seen by the teacher/school counselor and administrator, not necessarily agreement with the contents.
- 10.20 Upon request, the credentialed Evaluator shall provide the teacher/school counselor with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors/required events impacting the teacher's/school counselor's performance or professionalism that have impacted the performance rubric.
- 10.21 No teacher/school counselor shall be required to complete a Self-Assessment Form (e.g. OTES/OSCES Self-Assessment Form). This tool may be used by teachers/school counselor as a resource.
- 10.22 Video or audio devices shall not be used to record a teacher's classroom instructional performance for the evaluations by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator

for their residency requirements as evidence to assess teacher performance (OTES).

10.23 Any teacher/school counselor who submits notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise to be conducted, will not be evaluated.

10.24 Professional Growth & Improvement Plans

10.241 Professional Growth Plan

Beginning with the 2015-2016 school year, each teacher/school counselor will develop a Professional Growth Plan on an annual basis no later than the first Monday in October as outlined in Section 10.16.

10.242 Improvement Plan

- a. The Credentialed Evaluator for each teacher/school counselor with an Ineffective rating either on the final summative evaluation or as identified in the post-observation conference form will develop an Improvement Plan for the teacher/school counselor to respond to Ineffective ratings in performance.
- b. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher/school counselor performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Forms (Appendices H/T). A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OSCES Rubric. The Credentialed Evaluator shall meet with the teacher/**school counselor** to review the Improvement Plan and receive input from the teacher/school counselor before the Improvement Plan is finalized and implemented.
- c. If the District anticipates taking adverse employment action based on a Teacher's/School Counselor's Performance, the teacher/school counselor shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
 - i. If a teacher/school counselor on an Improvement plan requests a support teacher/**counselor**, the Credentialed Evaluator shall identify a support teacher/**counselor** (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator). A support teacher/**counselor** cannot be requested or directed to provide any information regarding

the confidential discussion with the supported bargaining unit member.

ii. **Support Teacher/Counselor:** A mentor teacher/**counselor** who supports a teacher/**counselor** who has been placed on an improvement plan.

d An Improvement Plan based on Ineffective teacher rating will be revisited in at least twenty-eight (28) school day intervals to see whether the teacher's/school counselor's performance has improved and whether to modify or end the plan.

A copy of the Improvement Plan forms are in Appendices H/T.

10.25 A teacher who accepts a student teacher(s) will still have his/her student growth measures reflect all students for whom s/he is the teacher of record. Any teacher may volunteer to accept a student teacher during the school year. No teacher shall be assigned a student teacher.

10.26 Electronic Teacher and Principal Evaluation System (eTPES)

The Superintendent shall choose the minimum required/least intrusive Option for submitting teacher evaluation data to the ODE and/or third parties. Rebuttal for eTPES data shall be kept in the teacher's personnel file and not placed into eTPES.

Bargaining unit members shall not be required to enter additional data other than what is required by the selected eTPES option into eTPES. Violation is grounds for a grievance under Article 3.

Prior to final submission of the data to eTPES, the administration shall provide the teacher the data within five (5) days of the final submission date.

10.27 District Evaluation Committee

There shall be a District Evaluation Committee, which shall be comprised of a Union team appointed by the Union President and Administrative team appointed by the Superintendent, the union team having up to ten (10) members and the administrative team having up to four (4) members. The District Evaluation Committee shall review its established ground rules annually. The District Evaluation Committee shall reach decision through consensus, shall receive training on the state-adopted evaluation framework(s), including student growth measure training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The District Evaluation Committee shall keep minutes summarizing its meetings.

The District Evaluation Committee is responsible for:

1. Reviewing and making recommendation on the OTES/OSCES and non-OTES evaluation procedures and instruments.
2. Annually reviewing and making a recommendation on the District Student Growth Measurement Index.
3. Provides guidance and support for Student Growth Measures and Metrics for Student Outcomes.
4. Approves and assesses Student Learning Objectives and Metrics for Student Outcomes.
5. Making recommendations as set forth throughout Article 10 titled Teacher/School Counselor Evaluation
6. Shall develop the evaluation process and instruments for the non-OTES evaluation system and make a recommendation(s) during the term of this contract.

Any recommendations made by the District Evaluation Committee shall be sent to the Union Executive Committee and the Superintendent/Board. Any District Evaluation Committee recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article 10 titled Teacher/School Counselor Evaluation may be implemented provided the Union Executive Committee and Superintendent/Board agree.

Members of the District evaluation committee shall be paid at Level 15 of the Supplemental Salary Schedule.

NON-OTES Employees

[Non-OTES Evaluation Procedures will be amended to reflect amendments to the OTES Procedures, where applicable]

- 10.28 Evaluation of non-OTES certified staff. The evaluation of teachers, who spend fifty percent (50%) or less of his/her time providing content-related student instruction, shall be in accordance with this procedure, 10.24. The goal of the policy and the formal evaluation procedure is improvement of instruction.
- 10.29 Building and/or assistant principals shall be primarily responsible for evaluation of the performance of teachers. Other administrative personnel may engage in teacher evaluation from time to time.
- 10.30 All teachers shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walk-throughs each school

year. No teacher shall be evaluated more than once (1) annually. The first observation will occur before the conclusion of the first semester.

- 10.31 Teachers who are on a limited or extended limited contract and who are under consideration for nonrenewal shall be evaluated based on at least three (3) formal observations and periodic walk-throughs during the last year of their contract. The parties agree that teachers who are in their probationary period, who will not be renewed, shall not be subject to this three (3) formal observation requirement.
- 10.32 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the twenty-one (21) days.
- 10.33 All teacher evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10.
- 10.34 Evidence provided by the teacher and gathered by the evaluator during the pre-conference, formal observations, informal observations (including at school sponsored events), walk-throughs, post-conference and other factors impacting the teacher's performance or professionalism will be used by the evaluator when compiling the summative evaluation.
- 10.35 All evaluation documents (print or digital) placed in the Appendix (to be developed). The evaluator will give a copy of the completed observation form(s) to the teacher at least one (1) day in advance of the post-observation conference. Changes to the observation form information may be made as a result of additional information gathered in the post-observation conference. A teacher may include a written response within ten (10) work days of receipt of an observation (formal or informal), a walk-through, or a summative rating.
- 10.36 The formal observation shall consist of: a pre-conference, an observation, and a post-conference. The pre-conference will normally occur within five (5) work days of the observation. The post-conference will normally occur within fifteen (15) work days following the observation, unless the teacher or administrator is absent during that timeframe. A summative evaluation will normally be completed within ten (10) working days of the last observation post-conference. All observations and other documented items will be consolidated into the summative evaluation (form to be developed). A copy of the summative evaluation will be given to the teacher. Time limits may be extended by mutual agreement.
- 10.37 When the overall performance or performance within an individual category of a teacher is less than satisfactory, the evaluator shall indicate such on the form (to be developed) including reasons for the less than satisfactory rating. The teacher shall have the right to request a follow-up conference following the summative evaluation conference.
- 10.38 When a problem is identified, the evaluator will assist the teacher to set up written goals and objectives for improvement in the problem area(s). The goals and objectives will denote what type of assistance will be provided by the

administration. The teacher is responsible for implementing reasonable suggestions for improvement. The teacher's signature on the goals and objectives will not constitute agreement with the goals and objectives, but only that the teacher has seen them.

- 10.39 Final observation documents and final summative evaluation documents will be placed in the teacher's personnel file.

ARTICLE 11 – SEVERANCE PAY

- 11.01 The Board authorizes severance pay for all eligible school employees of the New Philadelphia School District. No person shall collect severance pay more than one (1) time.
- 11.02 To be eligible for severance pay the teacher must be currently employed by the Board. This eligible employee is one who has retired and has met the retirement criteria as defined by the State Teachers Retirement System (STRS) in Ohio.
- 11.03 The Board shall provide severance pay in an amount not to exceed twenty-five percent (25%) of the employee's accumulated sick leave days with a maximum of sixty-five (65) days of severance to be granted. A daily rate of pay will be established, computed on the employee's final annual salary pro-rated on the number of work days scheduled for the employee that same year.
- 11.04 Five additional days of severance pay will be paid to eligible staff conditional upon receipt of a letter of retirement/resignation prior to January 15.

ARTICLE 12 – TUITION REIMBURSEMENT

- 12.01 The Board agrees to pay no more than the actual tuition cost per hour to a maximum of one hundred dollars (\$100.00) per quarter or one hundred-fifty dollars (\$150.00) per semester hour to certified staff members for successfully completing with at least a (B) grade or a pass if on a pass/fail basis, graduate or undergraduate courses in accordance with the formula in section 12.03. The courses taken must be in the present area of certification and/or any area of educational certification approved by the Superintendent. The teacher must first demonstrate that the course fits the above description. The tuition reimbursement shall be approved by the Superintendent of Schools. This payment shall be paid to the teacher the school year following the receiving of credit for courses taken. A teacher must teach in the New Philadelphia City Schools the year following receiving this credit to be eligible to be paid under this provision. The teacher must present proof via an electronic storage warehouse like the My Learning Plan of course approval and of earned credits no later than September 15 to be paid that school year.
- 12.02 The maximum number of hours to be included under this policy shall be nine (9) semester or twelve (12) quarter hours from August 1 to July 31. A single payment will be made following presentation of evidence of completed course work. For the 2014-15 school year only, the district will accept course work approved/verified

outside the August 1 to July 31 timeline as not to exclude any employee due to the change in course year completion dates as long as submitted as stated in section 12.03.

- 12.03 All teachers shall submit an official transcript of the completed course work by September 15, with a copy of the LPDC approved form to the Superintendent. The Superintendent shall total the number of quarter hours and semester hours taken by all teachers submitting a form.

The Superintendent will convert all hours to either quarter or semester hours and divide into the appropriated sum (Section 13.05). This quotient will be the amount paid for each quarter or semester hour taken. All teachers who have completed, submitted and received preapproval permission will receive tuition reimbursement.

- 12.04 Certified employees who are reimbursed by another agency shall be eligible only for the difference, if any, between tuition reimbursement to which they would be entitled and the amount received from the agency.

- 12.05 The Board will appropriate sixty thousand dollars (\$60,000) for tuition reimbursement. Any portion of the appropriation not expended the previous year will be appropriated for the next year. (If financial conditions exist which would make tuition reimbursement a hardship on the district, the administration agrees to meet with the Association to justify and clarify the hardship and possible elimination of tuition reimbursement for that year.)

ARTICLE 13 – REDUCTION IN FORCE

- 13.01 A reduction in the number of teaching positions may be necessary because of a return to duty of regular bargaining unit members after leaves of absence, suspension of schools, territorial changes affecting the District, decrease in student enrollment, changes in curricular offerings, financial reasons, or any other reasons provided by O.R.C. §3319.17.

- 13.02 Reduction in force (RIF) does not include: voluntary retirement(s), resignation(s) or leave(s) of absence; staff members who were employed to fill a temporary vacancy; or other means, such a nonrenewal of contract, whereby positions are vacated. Instead, RIF occurs when attrition will not eliminate enough persons or positions. In such cases, the Superintendent will announce that it is necessary to release teachers from employment. This announcement will include the teaching levels and certification areas that might possibly be affected.

- 13.03 Twenty-five (25) calendar days before the Board acts to implement a reduction, the Association President will be informed of the reduction and receive a seniority list. Fifteen (15) calendar days before the Board acts to implement a reduction, the individuals to be reduced will be notified.

13.04 Provisions:

- A. In a reduction in force, no preference for seniority shall be given except when making decisions between teachers who have comparable evaluations.
- B. For the purpose of this Article, comparability will be defined as follows:
- Performance ratings do not include student growth measures as long as the law permits.
 - There shall be three (3) categories of comparable evaluation (Category 1 (accomplished/skilled), Category 2 (developing) and Category 3 (ineffective), in which employees shall be placed based upon the evaluation rating they receive for their three (3) most recent evaluations.
 - Employees evaluated as "ineffective" for two (2) out of their last three (3) evaluations shall be placed in Category 3.
 - Employees evaluated as "developing" for two (2) out of their last three (3) years shall be placed in Category 2
 - Employees evaluated as "skilled" for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 - Employees evaluated as "accomplished" for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 - Employees who receive a different/unique evaluation rating of "accomplished", "skilled", and "developing" in each of their last three (3) evaluations shall be placed in Category 1.
 - Employees who receive a different/unique evaluation rating of "skilled", "developing", and "ineffective" in each of their last three (3) evaluations shall be placed in Category 2.
 - Employees new to the district who have not yet acquired three (3) years of data, shall be placed in the appropriate category based on his/her teacher performance rating s/he received at the end of the first year of employment. During the second year of employment in the district, the employee will have the performance rating categorized using the above-described model by looking at the two (2) years of performance evaluation data.

- With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories as described above.
- C. If the Reduction in Force occurs after May 10 then the current year's performance rating will be used to determine comparability. If the Reduction in Force occurs prior to May 10, then the previous year's performance rating will be used to determine comparability.
- D. In the case of comparable evaluations, individuals shall be released from the teaching levels and certification areas announced by the Superintendent according to seniority which is the length of continuous service including approved leaves of absence from the date of initial service in the New Philadelphia City Schools. In instances of identical initial service dates, date of employment, years of previous experience, and finally, initial interview date as used for the purpose of hiring shall be considered, respectively.
- E. If a teacher to be released from one certification area or teaching level holds valid certification in another teaching area(s) or level(s), that teacher shall be considered at that area of level.
- F. The order of reduction according to seniority in each teaching level or certification area shall be as follows:
1. Bargaining unit members holding temporary certification
 2. Fully certificated bargaining unit members holding limited contracts
 3. Bargaining unit members holding continuing contracts
 4. Bargaining unit members released prior to the completion of a valid contract for the reason specified in ORC §3319.17 shall have their contracts suspended.
- G. In a recall, no preference for seniority shall be given except when making a decision between bargaining unit members who have comparable evaluations. In the case of comparable evaluations, bargaining unit members unemployed as a result of staff reduction shall be recalled in inverse order of being released. All bargaining unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list by certification/licensure and then by evaluation category (beginning with Category 1, then Category 2, then Category 3) and then by contract status (continuing first, then limited), with comparable evaluations listed by seniority.

- H. Bargaining unit members affected by reduction in force will remain on the recall list for a period of twenty-four (24) months.
 - 1. Unless the bargaining unit member requests that his/her name be removed.
 - 2. Even if the bargaining unit member declines a part time position for which he/she is certified.
 - 3. The bargaining unit member is re-employed by the New Philadelphia City Schools.
- I. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each bargaining unit member to notify the Superintendent's Office of any change of address.
- J. Within seventy-two (72) hours of receipt of a written offer to return to employment, the bargaining unit member shall notify, by calling collect if necessary, the Superintendent's office indicating his or her availability to accept the position. Within five (5) days of the receipt of a written offer to return to employment, the bargaining unit member shall accept the position. If either of these time limits are not met, it shall be determined that the teacher had declined the position.
- K. Bargaining unit members returning to employment after reduction in force shall receive appropriate placement for purposes of salary and other benefits. A bargaining unit member whose position has been eliminated and who returns to a vacant position shall have the option of returning to the original position if it is vacant at the time of call back.
- L. Bargaining unit members affected by reduction in force shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurances by making monthly payments in advance of the Treasurer. This provision shall exist as long as the bargaining unit member is on the recall list.

ARTICLE 14 – PERSONNEL FILES

- 14.01 Teachers shall have the right, upon reasonable notice, to review the materials in their personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement or rebuttal or explanation in his/her file.
- 14.02 All documents included in a teachers file shall be dated and identifiable as to source.

- 14.03 A teacher may request and shall receive one copy of any item in his file, exclusive of confidential letters of recommendation or reference.
- 14.04 Any teacher shall have the opportunity to read any material which may be considered critical or conduct, service, character, or personality before it is placed in the personnel file. A teacher shall acknowledge reading the material by signing the copy to be filed. Signature shall not indicate agreement with the content of the material, but shall only indicate the teacher's knowledge that the material exists. The teacher shall have the right to reply to the material placed in the file by a written statement. Such statement shall be attached to the file copy.
- 14.05 A teacher shall be informed of any complaint by a parent, student, or community member which is directed toward them which will become a matter of record and either placed in the teacher's personnel file or used as a part of the evaluation process.
- 14.06 Should a teacher be directed to attend a conference with an administrator and a complaining party, the teacher will receive advance notice of the meeting and its purpose. The teacher will have the right to have a representative at the meeting.
- 14.07 Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.
- 14.08 When a personnel file is reviewed by anyone other than the teacher, the following will occur:
 - 14.081 The teacher will be notified of the request.
 - 14.082 Outdated materials will be removed from the files.
 - 14.083 Social security numbers will be blacked out.

ARTICLE 15 – INSURANCES

- 15.01 The Board will provide a medical insurance plan.
 - 15.011 Effective 2014-15 school year, employees employed by the Board shall pay ten percent (10%) of the premium costs for family or single coverage as designated by the member of the bargaining unit up to seventy-five dollars (\$75.00) per pay.

Effective October 1, 2017, employees will participate in the Portage Area Schools Consortium \$250 plan deductible and the RX C Plan.
- 15.02 A medical insurance program with an unlimited lifetime maximum, as well as dental, prescription drug insurance, and term life insurance coverage will be offered. Specifications of each coverage are contained in each program plan

design booklet. Summaries of the schedule of benefits can be found in Appendices A/B.

- 15.03 The Board shall purchase group term life insurance for each certificated employee in an amount of fifty thousand dollars (\$50,000). In addition, an equal amount of accidental death and dismemberment coverage will be provided. The Board shall allow individual employees to purchase additional amounts of coverage at group rates provided the number of employees electing to take advantage of this opportunity meets the rules and regulations of the carrier for each purpose.
- 15.04 Dental Insurance: Effective 2014-15 school year, employees employed by the Board shall pay ten percent (10%) of the premium costs for family or single coverage as designated by the member of the bargaining unit. In reliance upon and consistent with applicable rules and regulations of the insurance carrier pertaining to an effective coverage date of January 1, 1981, the Board shall obtain and make available dental insurance protection for each certificated employee who is a member of the bargaining unit. This dental insurance shall be purchased from a carrier licensed by the State of Ohio and shall contain and provide coverage for preventive dentistry (100% UCR), basic expenses (80% UCR), major expenses (60% UCR) and orthodontia (50% UCR), with a deductible of not more than fifty dollars (\$50.00) per member and one hundred dollars (\$100.00) per family. One thousand dollars five Hundred (\$1,500) maximum per covered person per calendar years. Orthodontia lifetime maximum \$1000.00.
- 15.05 Vision Insurance: Effective October 1, 2017, employees employed by the Board who elect to have vision insurance coverage shall pay ninety percent (90%) of the premium costs for family or single coverage as designated by the member of the bargaining unit. Employees may elect to participate in VSP Choice Plan C Copay: \$20/\$20.
- 15.06 Part-time employees will proportionally share in the cost of the insurances according to the percentage of time they are employed to work, effective January 1, 1982.

The status of present part-time employees in regard to the payment of the cost of their insurance will remain unchanged.

The only exception will be when a present full-time employee requests part-time employment. This employee will then share in the cost of the insurance benefits. If the Administration reduces a present full-time employee to part-time employee, the Board will continue to pay the cost of the employee's insurance benefits.

- 15.07 Insurance Benefits for Tutors: Full-time tutors will be granted all insurance benefits. Part-time tutors may purchase insurance benefits by paying in advance the full amount of the monthly insurance premiums.

- 15.08 A committee shall be formed to discuss insurance coverage and/or insurance carrier, there will be at least three (3) NPEA members selected by NPEA President, as teacher representatives on the committee.
- 15.09 The 2017 Bargaining teams will meet during the 2017-2018 school year to investigate, research, and make a recommendation regarding the implementation and utilization of a Health Reimbursement Account and/or a Flexible Spending Account for employees in the district. Recommendations must be made no later than March of 2018.
- 15.10 The Board shall establish a 125 Premium Only Plan for employees.

ARTICLE 16 – PAYROLL AND PAYROLL DEDUCTION

- 16.01 Members of the bargaining unit will receive twenty-six (26) equal biweekly pays over a twelve-month period. The first payday shall occur no later than the fifteenth day of work. All employees shall be paid utilizing direct deposit.
- 16.02 A member of the bargaining unit shall be eligible to move to a new salary column upon verification of the completed coursework. The unit member must present proof of earned credits no later than September 15 to receive appropriate placement for the year. The unit member must present proof of earned credits no later than February 15 to receive appropriate placement for the second semester (i.e., 13 remaining pays).

Recognition of credits shall be only from those institutions approved by the Ohio Department of Education.

16.03 Payroll Deductions:

A. Credit Union Deduction

Deductions will be made equally from each paycheck.

B. Dues deduction

Bargaining unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:

1. The Association will submit a written authorization signed by the bargaining unit member for payroll deduction on a form provided by the Association to the Board's treasurer on or before the second (2nd) payroll of any year the bargaining unit member begins payroll deduction under this section that indicates the amount to be deducted for each bargaining unit member and any new authorization form received by the Association. Unless revoked or changed in keeping with procedures contained herein, an

authorization will continue from year to year. In the event a refund is due a unit member, it shall be the responsibility of the Association to make such refunds. The Association shall indemnify and hold the Board harmless from all claims of excessive, improper dues deductions.

2. The deductions shall be made in twenty-four (24) equal installments (small variance first month acceptable) beginning the month of October and ending the month of August.
3. If a bargaining unit member's employment ends or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check to the extent the final payroll check is sufficient to cover the unpaid balance. If a bargaining unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her next payroll check after the Board's treasurer receives notification of such revocation.
4. Following completion of each deduction, the Board's treasurer shall remit the amount which was deducted to the Association treasurer in check form made payable to the "New Philadelphia Education Association." A list of the bargaining unit members for whom the deductions were made will be included with each check showing the amount deducted for each bargaining unit member.
5. The Association will promptly transmit any authorization from employees hired after the third (3rd) payroll of the school year to the Board's treasurer who shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board's treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual unit member has remaining in his/her pay plan for that contractual year. Current employees submitting new authorizations must do so no later than the third (3rd) payroll of the school year.

C. Miscellaneous Deductions

1. Tax sheltered annuities shall be deducted equally from twenty-four (24) pay checks.
2. United Way shall be deducted equally from twenty (20) pay checks.
3. Additional insurance coverage at the employee's expense shall be deducted equally from twenty-four (24) pay checks.
4. EPAC shall be deducted equally from each pay check.

5. U.S. Savings Bonds will be deducted from twenty-four (24) pay checks.
 6. The Treasurer will deduct for other reasons upon receipt of at least five requests for that type of deduction. Once at least five employees no longer want the deduction, it will be stopped.
- D. All deductions shall be made at no cost to the member of the bargaining unit. Except tax sheltered annuities started after May 1, 1997. Annuities and deferred compensation started after this date will be charged a one dollar (\$1.00) per month administrative fee.

ARTICLE 17 – SUPPLEMENTAL CONTRACTS AND SALARIES

- 17.01 Supplemental salary position and rates shall be included in the contract. The rate of pay will be based on the BA base for the current contract year.
- 17.02 Qualified bargaining unit members shall be given first priority on all supplemental positions. In the event no qualified bargaining unit members apply, it may be filled in accordance with O.R.C. §3315.53.
- 17.03 Members of the bargaining unit who have held an athletic supplemental contract for either fall or winter sports and who will not be rehired for the same position will be notified by the Superintendent not later than April 15, but prior to the Board meeting where action is taken to hire individuals for extra duty assignments. Members of the bargaining unit holding all other supplementals and who will not be rehired for the same position the following year will be notified by the Superintendent no later than June 30 but prior to the Board meeting where action is taken to hire such individuals for extra duty assignments. However, non-renewal of a supplemental contract by the Board is not required. If additional time is needed, the teacher will receive notice that additional time is needed to make a decision.
- 17.04 It is mutually agreed that the Athletic Director position is a non-bargaining unit administrative position.
- 17.05 The Supplemental Salary schedule follows:

**SUPPLEMENTAL SALARY SCHEDULE
2017-2018 THRU 2019-2020**

				2017-18	2018-19	2019-20	
		BASE SALARY:		\$34,558	\$35,543	\$36,556	
LEVEL	TITLE	ACTIVITY	# OF POSITIONS Up To	PERCENT	VALUE	VALUE	VALUE
1	Head	Football Coach	(1)	0.240	\$8,294	\$8,530	\$8,773
1	Head	Basketball Coach - Boys	(1)	0.240	\$8,294	\$8,530	\$8,773
1	Head	Basketball Coach - Girls	(1)	0.240	\$8,294	\$8,530	\$8,773
1	Director	Marching Band	(1)	0.240	\$8,294	\$8,530	\$8,773
2	Head	Wrestling Coach	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Director	Physical Fitness	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Athletic	Trainer	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Head	Baseball Coach	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Head	Soccer Coach - Boys	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Head	Soccer Coach - Girls	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Head	Track Coach - Boys	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Head	Track Coach - Girls	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Head	Softball Coach	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Head	Volleyball Coach	(1)	0.200	\$6,912	\$7,109	\$7,311
2	Head	Swim Coach	(1)	0.200	\$6,912	\$7,109	\$7,311
3	Director	Elementary Librarian	(1)	0.150	\$5,184	\$5,331	\$5,483
3	Assistant	Football Varsity	(6)	0.150	\$5,184	\$5,331	\$5,483
3	Assistant	Basketball Varsity - Boys	(1)	0.150	\$5,184	\$5,331	\$5,483
3	Assistant	Basketball Reserve - Boys	(1)	0.150	\$5,184	\$5,331	\$5,483
3	Assistant	Basketball Varsity - Girls	(1)	0.150	\$5,184	\$5,331	\$5,483
3	Assistant	Basketball Reserve - Girls	(1)	0.150	\$5,184	\$5,331	\$5,483
3	Assistant	Band	(6)	0.150	\$5,184	\$5,331	\$5,483
4	Assistant	Football Freshman	(2)	0.130	\$4,493	\$4,621	\$4,752
4	Assistant	Basketball Freshman - Boys	(1)	0.130	\$4,493	\$4,621	\$4,752
4	Assistant	Basketball Freshman - Girls	(1)	0.130	\$4,493	\$4,621	\$4,752
4	Advisor	Delphian Yearbook	(1)	0.130	\$4,493	\$4,621	\$4,752
4	Head	High School Choral Activities	(1)	0.130	\$4,493	\$4,621	\$4,752
4	Assistant	Wrestling Varsity	(1)	0.130	\$4,493	\$4,621	\$4,752
4	Head	Cheerleading Varsity	(1)	0.130	\$4,493	\$4,621	\$4,752

				2017-18	2018-19	2019-20	
		BASE SALARY:		\$34,558	\$35,543	\$36,556	
LEVEL	TITLE	ACTIVITY	# OF POSITIONS Up To	PERCENT	VALUE	VALUE	VALUE
5	Head	Cross Country - Boys	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Head	Cross Country - Girls	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Head	Golf - Boys	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Head	Golf - Girls	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Assistant	JV Soccer - Boys	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Assistant	JV Soccer - Girls	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Head	Tennis Coach - Boys	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Head	Tennis Coach - Girls	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Head	Bowling - Boys	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Head	Bowling - Girls	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Assistant	Wrestling - JV	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Assistant	Soccer - Boys	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Assistant	Soccer - Girls	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Electric	Equipment Manager	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Director	Color Guard	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Director	STEEL Drum Band	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Assistant	Volleyball	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Advisor	Kaleidoscope	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Head	Varsity QT	(1)	0.100	\$3,456	\$3,554	\$3,656
5	Advisor	Drumline	(1)	0.100	\$3,456	\$3,554	\$3,656
6	Assistant	Baseball	(1)	0.090	\$3,110	\$3,199	\$3,290
6	Assistant	JV Baseball	(1)	0.090	\$3,110	\$3,199	\$3,290
6	Assistant	Track Varsity - Boys	(3)	0.090	\$3,110	\$3,199	\$3,290
6	Assistant	Track Varsity - Girls	(2)	0.090	\$3,110	\$3,199	\$3,290
6	Assistant	Softball (Asst. and JV)	(2)	0.090	\$3,110	\$3,199	\$3,290
6	Coach	Cheerleading JV	(1)	0.090	\$3,110	\$3,199	\$3,290
6	Assistant	Volleyball (Ass.t/JV)	(2)	0.090	\$3,110	\$3,199	\$3,290
7	7 th Grade	Football	(2)	0.085	\$2,937	\$3,021	\$3,107
7	8 th Grade	Football	(2)	0.085	\$2,937	\$3,021	\$3,107
7	7 th Grade	Basketball - Boys	(1)	0.085	\$2,937	\$3,021	\$3,107
7	8 th Grade	Basketball - Boys	(1)	0.085	\$2,937	\$3,021	\$3,107

						2017-18	2018-19	2019-20
BASE SALARY:						\$34,558	\$35,543	\$36,556
LEVEL	TITLE	ACTIVITY	# OF POSITIONS UP TO	PERCENT	VALUE	VALUE	VALUE	
7	7 th Grade	Basketball - Girls	(1)	0.085	\$2,937	\$3,021	\$3,107	
7	8 th Grade	Basketball - Girls	(1)	0.085	\$2,937	\$3,021	\$3,107	
7	Director	Equipment Manager	(1)	0.085	\$2,937	\$3,021	\$3,107	
7	Advisor	High School Student Council	(1)	0.085	\$2,937	\$3,021	\$3,107	
8	Assistant	QT Assistant	(1)	0.080	\$2,765	\$2,843	\$2,924	
8	Director	H.S. Musical Director	(1)	0.080	\$2,765	\$2,843	\$2,924	
8	Director	M.S. Musical Director	(1)	0.080	\$2,765	\$2,843	\$2,924	
9	Director	Guitar	(1)	0.075	\$2,592	\$2,666	\$2,742	
9	Director	Theatrical Production	(1)	0.075	\$2,592	\$2,666	\$2,742	
10	Head	Soccer - MS Boys	(1)	0.075	\$2,592	\$2,666	\$2,742	
10	Head	Soccer - MS Girls	(1)	0.075	\$2,592	\$2,666	\$2,742	
10	Freshman	Baseball Freshman	(1)	0.070	\$2,419	\$2,488	\$2,559	
10	Freshman	Softball Freshman	(1)	0.070	\$2,419	\$2,488	\$2,559	
10	Freshman	Volleyball - Freshman	(1)	0.070	\$2,419	\$2,488	\$2,559	
10	Assistant	Tennis - Boys	(1)	0.070	\$2,419	\$2,488	\$2,559	
10	Assistant	Tennis - Girls	(1)	0.070	\$2,419	\$2,488	\$2,559	
10	Assistant	Golf Varsity	(1)	0.070	\$2,419	\$2,488	\$2,559	
10	Assistant	Wrestling Middle School	(2)	0.070	\$2,419	\$2,488	\$2,559	
10	Assistant	Swim Coach - Boys/Girls	(1)	0.070	\$2,419	\$2,488	\$2,559	
10	Coach	Cheerleading Freshman	(1)	0.070	\$2,419	\$2,488	\$2,559	
11	Director	Concert Band	(2)	0.065	\$2,246	\$2,310	\$2,376	
12	Head	MS Cross Country - Boys	(1)	0.055	\$1,901	\$1,955	\$2,011	
12	Head	MS Cross Country - Girls	(1)	0.055	\$1,901	\$1,955	\$2,011	
12	Head	MS Track - Girls	(2)	0.055	\$1,901	\$1,955	\$2,011	
12	Head	Volleyball 7 th grade	(1)	0.055	\$1,901	\$1,955	\$2,011	
12	Head	Volleyball 8 th grade	(1)	0.055	\$1,901	\$1,955	\$2,011	
12	Head	MS Track - Boys	(2)	0.055	\$1,901	\$1,955	\$2,011	
12	Dept.	Head High School	(6)	0.055	\$1,901	\$1,955	\$2,011	
12	Team	Leaders Middle School		0.055	\$1,901	\$1,955	\$2,011	
12	Coach	Cheerleading 7 th grade	(1)	0.055	\$1,901	\$1,955	\$2,011	
12	Coach	Cheerleading 8 th grade	(1)	0.055	\$1,901	\$1,955	\$2,011	

				2017-18	2018-19	2019-20	
		BASE SALARY:		\$34,558	\$35,543	\$36,556	
LEVEL	TITLE	ACTIVITY	# OF POSITIONS UP TO	PERCENT	VALUE	VALUE	VALUE
13	Director	Auditorium Lighting	(1)	0.050	\$1,728	\$1,777	\$1,828
14	Advisor	Junior Class	(3)	0.045	\$1,555	\$1,599	\$1,645
14	Coordinator	MS Sci Fair/Sci Olympiad	(1)	0.045	\$1,555	\$1,599	\$1,645
14	Advisor	MS Student Council	(1)	0.045	\$1,555	\$1,599	\$1,645
15	Advisor	Senior Class	(2)	0.040	\$1,382	\$1,422	\$1,462
15	Advisor	Sophomore Class	(2)	0.040	\$1,382	\$1,422	\$1,462
15	Advisor	Freshman Class	(2)	0.040	\$1,382	\$1,422	\$1,462
15	Assistant	MS Musical Production	(1)	0.040	\$1,382	\$1,422	\$1,462
15	Assistant	HS Musical Production	(2)	0.040	\$1,382	\$1,422	\$1,462
15	Advisor	MS Band	(2)	0.040	\$1,382	\$1,422	\$1,462
15	Committee	L.P.D.C.	(7)	0.040	\$1,382	\$1,422	\$1,462
16	Advisor	Drama Club		0.035	\$1,210	\$1,244	\$1,279
16	Assistant	Theatrical Production	(1)	0.035	\$1,210	\$1,244	\$1,279
16	Coordinator	Video Production QTV	(1)	0.035	\$1,210	\$1,244	\$1,279
16	Advisor	Science Club	(1)	0.035	\$1,210	\$1,244	\$1,279
16	Advisor	Academic Challenge	(2)	0.035	\$1,210	\$1,244	\$1,279
16	Coordinator	Special Olympics	(1)	0.035	\$1,210	\$1,244	\$1,279
16	Head	MS Golf Coach	(1)	0.035	\$1,210	\$1,244	\$1,279
16	Advisor	MS Percussion Ensemble	(1)	0.035	\$1,210	\$1,244	\$1,279
16	Advisor	MS Jazz Band	(1)	0.035	\$1,210	\$1,244	\$1,279
17	Director	Jazz Band	(1)	0.030	\$1,037	\$1,066	\$1,097
17	Director	MS Year Book	(1)	0.030	\$1,037	\$1,066	\$1,097
17	Advisor	MS Choir	(1)	0.030	\$1,037	\$1,066	\$1,097
18	Advisor	Echo	(1)	0.025	\$864	\$889	\$914
18	Accompanist	HS/MS		0.025	\$864	\$889	\$914
18	Coordinator	Science Olympiad	(1)	0.025	\$864	\$889	\$914
19	Accompanist	HS Theatrical		0.020	\$691	\$711	\$731
19	Accomp/Choreo	MS Theatrical	(1)	0.020	\$691	\$711	\$731
19	Technician	Theatrical 1 per play up to 3		0.020	\$691	\$711	\$731
19	Advisor	National Honor Society	(1)	0.020	\$691	\$711	\$731
20		Not Used		0.015	\$518	\$533	\$548

				2017-18	2018-19	2019-20	
		BASE SALARY:		\$34,558	\$35,543	\$36,556	
LEVEL	TITLE	ACTIVITY	# OF POSITIONS UP TO	PERCENT	VALUE	VALUE	VALUE
21	Advisor	H.S. Renaissance	(1)	0.010	\$346	\$355	\$366
21	High School	Activity		0.010	\$346	\$355	\$366
21	Middle School	Activity		0.010	\$346	\$355	\$366
21	Chaperones	Washington D.C. Trip		0.010	\$346	\$355	\$366
21	Elementary	Music	(2)	0.010	\$346	\$355	\$366
21	Elementary	Activity		0.010	\$346	\$355	\$366
22	Middle School	6th Grade Camp		0.002	\$69	\$71	\$73

ARTICLE 18 – SUMMER SCHOOL

- 18.01 Teachers may indicate their interest in teaching summer school courses by completing a form and submitting it to the Superintendent's office no later than May 1st. Full-time certified employees will be hired first for summer school assignments with the final decision being made by the Superintendent or his/her designee. Teachers will be notified by May 20th as to whether or not they will be teaching summer school

ARTICLE 19 – MILEAGE REIMBURSEMENT

- 19.01 The Board shall pay mileage reimbursement at the rate of fifty (50) cents per mile to all people who are on professional business.

ARTICLE 20 – SUBSTITUTE TEACHERS

- 20.01 The same effort will be made by the administration to secure a substitute teacher for a regular classroom teacher absent from class. In those instances when a substitute teacher is unavailable, regular classroom teachers may be asked to substitute for another teacher. Should this situation arise, the regular classroom teacher shall be reimbursed at twenty-five dollars (\$25.00) per period for each class covered. This reimbursement applies to both elementary and secondary levels and includes situations that may arise out of the absence of specialists (Elementary Art, Music and Physical Education).

ARTICLE 21 – STRS PICKUP

- 21.01 "Pick-up" of the employee's contribution to the State Teacher's Retirement System (STRS).
- A. The Treasurer of the Board shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer

contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be Payable by the Board in two (2) parts: (1) deferred salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- F. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pick-up" shall apply to all payroll payments commencing with the 1984-85 school year.
- H. The current taxation or deferred taxation of the pick-up is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

- I. Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this Agreement by the Board.

ARTICLE 22 – RESIDENT EDUCATOR PROGRAM

A. Definitions:

For purposes of this agreement, the pertinent terms shall be defined as follows:

1. Resident Educator Program - The four (4)-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five (5) year professional educator license.
2. "Mentor" - A mentor is a teacher trained and selected to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.
3. Resident Educator - A resident educator is a teacher employed under a resident educator license.
4. Resident Educator Program Coordinator(s) - person(s) who is/are selected by a school/district to manage the Resident Educator Program.

B. Program Development and Screening Committee

A committee comprised of three (3) teachers appointed by the Association and two (2) administrators shall meet to develop the Resident Educator Program and shall also act as a screening committee to select teachers who will act as Mentor teachers. The Chairperson will be elected at the first meeting and serve for the remainder of that school year. To meet, three-fifths ($\frac{3}{5}$) of the members of the committee must be present. The Committee shall act by majority vote.

Teacher committee members shall be paid at the hourly rate for committee work, which is performed outside of the workday.

C. Selection Process and Criteria for Mentor Teachers

The Screening Committee will develop an application form for self-nomination as well as one for nomination by peers. The Nomination forms for Mentor teacher position(s) will be given to each member of the bargaining unit.

To be considered, applicants must meet selection criteria and must be volunteers (either through self-nomination or nomination by peers).

Criteria for Selection:

1. The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience in the district.
2. The applicant/nominee must have demonstrated above average teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screening committee to review the application/nominee's evaluations. The committee shall predetermine the criteria for "above average teaching performance" and shall determine whether an applicant's teaching performance has met that criteria.
3. The applicant/nominee must hold a valid teaching certificate and must currently be teaching in the same area of certification as the entry-year teacher. If such an applicant/nominee is not available, the committee will waive this criteria so that the entry year teacher will have a mentor who meets the other criteria listed in this section.
4. The applicant/nominee must have demonstrated the ability to work cooperatively and effectively with the professional staff members.
5. The applicant/nominee may be asked to complete an interview with the committee.
6. The applicant/nominee must have extensive knowledge of a variety of classroom management and instructional techniques.
7. The applicant/nominee must have the ability to maintain confidentiality.

D. Responsibilities:

The Mentor Teacher, in concert with the resident educator, shall develop a program of professional support for the resident educator. Such plan shall focus on skill enhancement. Each resident educator shall be given an initial orientation on the following matters:

1. The pupils and community to be served;
2. School policies, procedures, and routines, and copies of the collective bargaining agreement between the Association and Board of Education;
3. Courses of study, competency-based education program, and responsibilities or lesson plans;
4. The layout and facilities of the assigned school building or buildings;
5. The nature of the resident educator program which will be provided; and

6. Additional information an entry-year person may need to be adequately prepared for a specific assignment.

Each resident educator shall be provided with the following:

1. Assistance in acquiring knowledge of this school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
2. Assistance with management tasks identified as especially difficult for resident educator; and
3. Assistance in the improvement of instructional skills and classroom management.
4. The opportunity to consult/observe other teachers both within and outside the district.

E. Mentor Training:

Mentors shall be provided with the following:

1. An orientation to mentoring responsibilities;
2. Training in knowledge and skills necessary to perform mentoring responsibilities; and
3. Opportunities to consult with and otherwise assist the assigned resident educators on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

F. Restrictions:

1. A program of professional support mutually developed by the mentor teacher and resident educator shall not be developed or utilized as a part of the evaluation process.
2. No mentor teacher shall participate in any informal or formal evaluation of a resident educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a resident educator or in any way provide evidence against any bargaining unit member.
3. All interaction, written or oral, between the mentor teacher and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from the role as mentor teacher.

4. No mentor teacher shall be assigned to more than one (1) resident educator at a time during a school year, unless no other mentor is available.

G. Protections:

1. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decision.
2. No resident educator shall be required to remain in a resident educator program for a period longer than four (4) school years.
3. Not later than six (6) weeks after the initiation of the Resident Educator Program, the resident educator may exercise the option to have a new mentor teacher assigned.
4. Not later than six (6) weeks after the initiation of the Resident Educator Program, the mentor teacher may exercise the option of asking for a change in assignment with a new resident educator.
5. All evaluations of the resident educator shall be made by the assigned credentialed evaluator.

H. Compensation:

The mentor teacher shall be compensated in the following manner:

1. Released from all other classroom teaching responsibilities for up to a total of three (3) days during the normal work year. These days will be determined by the mentor, resident educator and the principal. The building principal will be notified in advance of the released day/half-day schedule.
2. In addition, he/she shall receive a supplemental contract which equals one thousand five hundred dollars (\$1500.00).

ARTICLE 23 – SALARY

- 23.01 The salary schedule effective August 1, 2017 – July 31, 2018, will have a B.A. (0) salary of thirty-four thousand, five hundred fifty-eight dollars (\$34,558) [two and ninety-five hundredths percent (2.95%)] applied to the index and shown in Article 23.05 and all certified bargaining unit members will receive a one (1)-time seven hundred fifty dollar (\$750.00) stipend to be paid on the first (1st) pay in October.

The salary schedule effective August 1, 2018 – July 31, 2019, will have a B.A. (0) salary thirty-five thousand, five hundred forty-three dollars (\$35,543) [two and eighty-five hundredths percent (2.85%)] applied to the index and shown in Article 23.06 and all certified bargaining unit members will receive a one (1) time seven hundred fifty dollar (\$750) stipend to be paid on the first (1st) pay in October.

The salary schedule effective August 1, 2019 – July 31, 2020 will have a B.A. (0) salary of thirty-six thousand, five hundred fifty-six dollars (\$36,556) [two and eighty-five hundredths percent (2.85%)] applied to the index as shown in Article 23.07.

23.02 Definition of Columns

23.021 Non-Degree: No accredited college or university has granted a degree.

23.022 B.A.: Bachelor Degree from an accredited college or university.

23.023 BA+18: The attainment of eighteen (18) hours more than the minimum required for the granting of a Bachelor Degree. These hours must be earned subsequent to the granting of the degree. However, the hours may be either undergraduate or graduate level.

23.024 M.A.: Master Degree from an accredited college or university.

23.025 M.A.+15: Fifteen (15) graduate level semester hours earned subsequent to the granting of the Masters from an accredited college or university which are applicable toward maintaining current certification or adding certification.

23.026 M.A.+30: Thirty (30) graduate level semester hours earned subsequent to the granting of a Masters from an accredited college or university which are applicable toward maintaining current certification or adding certification.

23.03 Tutors shall be paid according to the following hourly rate schedule.

- 2017-2018 School year - Twenty-two dollars and seventy-four cents (\$22.74) per hour
- 2018-2019 School year - Twenty-three dollars and thirty-nine cents (\$23.39) per hour
- 2019-2020 School year - Twenty-four dollars and five cents (\$24.05) per hour

Tutors will receive an additional twenty-five (25) cents per hour after five (5) years' experience.

23.04 Salary Index

NEW PHILADELPHIA CITY SCHOOL DISTRICT

CERTIFIED SALARY INDEX

	ND	BA	BA+18	MA	MA+15	MA+30
0	0.8500	1.0000	1.0400	1.0842	1.1289	1.1755
1	0.8900	1.0375	1.0816	1.1289	1.1755	1.2240
2	0.9300	1.0764	1.1249	1.1755	1.2240	1.2745
3	0.9700	1.1168	1.1699	1.2240	1.2745	1.3270
4	1.0100	1.1587	1.2167	1.2745	1.3270	1.3818
5	1.0500	1.2021	1.2653	1.3270	1.3818	1.4388
6	1.0900	1.2472	1.3159	1.3818	1.4388	1.4981
7	1.1300	1.2939	1.3686	1.4388	1.4981	1.5599
8	1.1800	1.3425	1.4233	1.4981	1.5599	1.6243
9	1.2300	1.3928	1.4802	1.5599	1.6243	1.6913
10	1.2800	1.4450	1.5395	1.6243	1.6913	1.7610
11	1.2800	1.4992	1.6010	1.6913	1.7610	1.8337
12	1.2800	1.5555	1.6651	1.7610	1.8337	1.9093
13	1.2800	1.5555	1.6651	1.8338	1.9093	1.9881
14	1.2800	1.5555	1.6651	1.8338	1.9093	1.9881
15	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
16	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
17	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
18	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
19	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291
20	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
21	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
22	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
23	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
24	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
25	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
26	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128
27	1.3800	1.6749	1.8016	1.9889	2.0709	2.1564
28	1.3800	1.6749	1.8016	1.9889	2.0709	2.1564
29	1.3800	1.6749	1.8016	1.9889	2.0709	2.1564
30	1.4000	1.6949	1.8216	2.0089	2.0909	2.1764
31	1.4000	1.6949	1.8216	2.0089	2.0909	2.1764
32	1.4200	1.7149	1.8416	2.0289	2.1109	2.1964

23.05 Salary Schedule 2017-2018

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2017-2018 SCHOOL YEAR

BASE	34,558					
	ND	BA	BA+18	MA	MA+15	MA+30
0	29,374	34,558	35,940	37,468	39,013	40,623
1	30,757	35,854	37,378	39,013	40,623	42,299
2	32,139	37,198	38,874	40,623	42,299	44,044
3	33,521	38,594	40,429	42,299	44,044	45,858
4	34,904	40,042	42,047	44,044	45,858	47,752
5	36,286	41,542	43,726	45,858	47,752	49,722
6	37,668	43,101	45,475	47,752	49,722	51,771
7	39,051	44,715	47,296	49,722	51,771	53,907
8	40,778	46,394	49,186	51,771	53,907	56,133
9	42,506	48,132	51,153	53,907	56,133	58,448
10	44,234	49,936	53,202	56,133	58,448	60,857
11	44,234	51,809	55,327	58,448	60,857	63,369
12	44,234	53,755	57,543	60,857	63,369	65,982
13	44,234	53,755	57,543	63,372	65,982	68,705
14	44,234	53,755	57,543	63,372	65,982	68,705
15	44,234	54,761	58,693	64,675	67,343	70,122
16	44,234	54,761	58,693	64,675	67,343	70,122
17	44,234	54,761	58,693	64,675	67,343	70,122
18	44,234	54,761	58,693	64,675	67,343	70,122
19	44,234	54,761	58,693	64,675	67,343	70,122
20	45,962	56,813	61,040	67,343	70,122	73,014
21	45,962	56,813	61,040	67,343	70,122	73,014
22	45,962	56,813	61,040	67,343	70,122	73,014
23	45,962	56,813	61,040	67,343	70,122	73,014
24	45,962	56,813	61,040	67,343	70,122	73,014
25	45,962	56,813	61,040	67,343	70,122	73,014
26	45,962	56,813	61,040	67,343	70,122	73,014
27	47,690	57,881	62,260	68,732	71,566	74,521
30	48,381	58,572	62,951	69,424	72,257	75,212
32	49,072	59,264	63,642	70,115	72,948	75,903

23.06 Salary Schedule 2018-2019

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2018-2019 SCHOOL YEAR

BASE	35,543					
	ND	BA	BA+18	MA	MA+15	MA+30
0	30,211	35,543	36,965	38,536	40,124	41,781
1	31,633	36,876	38,443	40,124	41,781	43,505
2	33,055	38,258	39,982	41,781	43,505	45,299
3	34,477	39,694	41,582	43,505	45,299	47,165
4	35,898	41,184	43,245	45,299	47,165	49,113
5	37,320	42,726	44,972	47,165	49,113	51,139
6	38,742	44,329	46,771	49,113	51,139	53,247
7	40,163	45,989	48,644	51,139	53,247	55,443
8	41,941	47,716	50,588	53,247	55,443	57,732
9	43,718	49,504	52,611	55,443	57,732	60,114
10	45,495	51,359	54,718	57,732	60,114	62,591
11	45,495	53,286	56,904	60,114	62,591	65,175
12	45,495	55,287	59,182	62,591	65,175	67,862
13	45,495	55,287	59,182	65,179	67,862	70,663
14	45,495	55,287	59,182	65,179	67,862	70,663
15	45,495	56,321	60,366	66,519	69,262	72,120
16	45,495	56,321	60,366	66,519	69,262	72,120
17	45,495	56,321	60,366	66,519	69,262	72,120
18	45,495	56,321	60,366	66,519	69,262	72,120
19	45,495	56,321	60,366	66,519	69,262	72,120
20	47,272	58,433	62,779	69,262	72,120	75,095
21	47,272	58,433	62,779	69,262	72,120	75,095
22	47,272	58,433	62,779	69,262	72,120	75,095
23	47,272	58,433	62,779	69,262	72,120	75,095
24	47,272	58,433	62,779	69,262	72,120	75,095
25	47,272	58,433	62,779	69,262	72,120	75,095
26	47,272	58,433	62,779	69,262	72,120	75,095
27	49,049	59,531	64,034	70,691	73,606	76,645
30	49,760	60,242	64,745	71,402	74,317	77,356
32	50,471	60,953	65,456	72,113	75,028	78,066

23.07 Salary Schedule 2019-2020

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2019-2020 SCHOOL YEAR

BASE	36,556					
	ND	BA	BA+18	MA	MA+15	MA+30
0	31,072	36,556	38,018	39,634	41,268	42,971
1	32,535	37,927	39,539	41,268	42,971	44,744
2	33,997	39,349	41,122	42,971	44,744	46,590
3	35,459	40,826	42,767	44,744	46,590	48,510
4	36,921	42,357	44,478	46,590	48,510	50,513
5	38,384	43,944	46,254	48,510	50,513	52,597
6	39,846	45,592	48,104	50,513	52,597	54,764
7	41,308	47,300	50,030	52,597	54,764	57,024
8	43,136	49,076	52,030	54,764	57,024	59,378
9	44,964	50,915	54,110	57,024	59,378	61,827
10	46,792	52,823	56,278	59,378	61,827	64,375
11	46,792	54,805	58,526	61,827	64,375	67,033
12	46,792	56,863	60,869	64,375	67,033	69,796
13	46,792	56,863	60,869	67,036	69,796	72,677
14	46,792	56,863	60,869	67,036	69,796	72,677
15	46,792	57,926	62,086	68,414	71,236	74,176
16	46,792	57,926	62,086	68,414	71,236	74,176
17	46,792	57,926	62,086	68,414	71,236	74,176
18	46,792	57,926	62,086	68,414	71,236	74,176
19	46,792	57,926	62,086	68,414	71,236	74,176
20	48,619	60,098	64,569	71,236	74,176	77,235
21	48,619	60,098	64,569	71,236	74,176	77,235
22	48,619	60,098	64,569	71,236	74,176	77,235
23	48,619	60,098	64,569	71,236	74,176	77,235
24	48,619	60,098	64,569	71,236	74,176	77,235
25	48,619	60,098	64,569	71,236	74,176	77,235
26	48,619	60,098	64,569	71,236	74,176	77,235
27	50,447	61,227	65,859	72,706	75,704	78,829
30	51,178	61,959	66,590	73,437	76,435	79,560
32	51,909	62,690	67,321	74,168	77,166	80,291

ARTICLE 24 – INSTRUCTIONAL ASSISTANTS

- 24.01 If a kindergarten class size is twenty-five (25) or more students, then a two (2) hour instructional assistant will be assigned to that class daily. If a kindergarten class size is twenty-eight (28) or more students, then a five (5) hour instructional assistant will be assigned to that class daily. If an elementary classroom in Grade 1, Grade 2 or Grade 3 is twenty-five (25) or more students, a two (2) hour instruction assistant will be assigned to that class daily. If an elementary classroom in Grade 4 or Grade 5 exceeds thirty (30) students, then a two (2) hour instructional assistant will be assigned to that class daily. The second (2nd) Monday in September will be used as the official class size number. If a class size number includes a/n student(s) who is/are considered a SPED student(s) and has a designated paraprofessional(s) for the said student(s), the student(s) will not count in the class size numbers listed above.
- 24.02 If financial conditions exist which would cause a reduction in the number of instructional assistants, the reduction will commence with Grade 5 and move in descending order through the remaining grade levels.
- 24.03 If financial conditions exist which would make this employment a hardship on the district, the administration agrees to meet with the Association to justify and clarify the hardship and possible elimination of instructional assistants for that year.

ARTICLE 25 – ASSOCIATION-ADMINISTRATION MEETINGS

- 25.01 Monthly Labor Management meetings between the representatives of the Association appointed by the Association President and representatives of the Administration appointed by the Superintendent may be held to review common concerns affecting the total educational program and policies affecting the professional personnel. The committee will be comprised of up to five (5) members per team. When possible, Labor Management Committee members from both the Association and the Administration will be representative of Elementary, Middle, and High School. Meeting dates and times for the school year will be established at the first meeting of the year which will occur no later than September 15. Any items of concern to be discussed at such meeting should be forwarded to the Superintendent or Association President as agenda items at least two (2) work days prior to the meetings. The agenda will include a brief description of the issues/topics to be discussed. Agendas can be modified in case of extenuating circumstances.
- 25.02 Building Committees will be created in an effort to foster communication between the Administration and bargaining unit members at the building level; the Committees shall consist of representatives from each building and their respective building administrators. The Superintendent may from time to time participate in such committee meetings. The main functions of the Committee will be to confer on matters of mutual concern; to keep both parties informed of changes and developments; to discuss matters pertaining to education related

issues; to confer over potential problems in an effort to keep such matters from becoming major in scope.

- A. Bargaining unit representatives shall be elected by all bargaining unit members from their respective buildings. Each elementary building will elect two (2) representatives, the middle school will elect three (3) representatives, and the high school will elect five (5) representatives. No such representative of the Committee shall serve more than two successive years on this Committee.
- B. The Committee will meet no more than once a month unless additional meetings are mutually agreed to; such meeting will be held between Monday through Friday either before or after school hours.
- C. Any items of concern to be discussed at such meeting should be forwarded to the Principal or bargaining unit representatives at least two (2) work days prior to the established meeting dates.
- D. Prior to the commencement of school, a meeting may be held on a mutually acceptable date.

25.03 An Elementary Leadership Team (ELT) comprised of representatives from the elementary building leadership teams shall meet at least once (1) each quarter. The ELT shall be comprised of representatives from the intermediate/primary staff and the elementary administration. The committee shall be developed using the LMC concept and develop ground rules.

- A. Representatives of the ELT shall be on the DLT along with representatives of the Middle School Leadership Team and the High School Leadership Team. The representatives shall meet when the DLT meets.
- B. The ELT committee shall meet either during the day or before or after school as determined by mutual agreement of the team members to address time sensitive issues. However, any member of the ELT shall be permitted to request additional meetings.
- C. Membership on the ELT, BLT, MLT, HSLT and DLT is voluntary.

25.04 Grade Level Meetings shall use a PLC plan that would provide up to a three (3) hour meeting, once each quarter during the contracted work day. The building/grade level shall determine utilization of this time.

ARTICLE 26 – PARENT-TEACHER CONFERENCES

26.01 Bargaining unit members will participate in four (4) Parent Teacher conferences annually for three and one-half (3½) hours per conference. The first conference will occur at or before the first midterm of the designated grading period. The 2nd, 3rd, and 4th conferences will occur at the most appropriate time for effective

communication at the 6-12 middle/high school building(s) or K-5 elementary building(s). Building staff will meet and discuss to determine the date(s)/time(s) of Parent Teacher conferences.

- 26.02 The total number of hours for conferences will not exceed the regular teacher work day.
- 26.03 Bargaining unit members (K-12) with building administrators will be jointly responsible with office staff for scheduling conference times with parents by mail or telephone.
- 26.04 Bargaining unit members are to be present even if no conferences are scheduled equal to the teacher work day. Teachers are to be engaged in professional activities within the building.
- 26.05 Pre-K teachers will meet with his/her building administrator to mutually determine the type of event(s)/schedule of event(s) to meet the requirement of hours designated to parent teacher conferences in this Article.

ARTICLE 27 – JOB DESCRIPTIONS

- 27.01 Job descriptions for positions currently filled will be developed within ninety (90) calendar days by the association, the person(s) currently holding the position and the administrator responsible for supervising the persons. If not, the association job description will be presented to the Board.
- 27.02 Job descriptions for positions not currently filled or newly created shall be written by an administrator appointed by the Superintendent and a representative designated by the Association, will become a part of this agreement, and be established by the Board.
- 27.03 Compensation for any supplemental position must be bargained by the Association and the Board.

ARTICLE 28 – TUITION WAIVER

A bargaining unit member who lives outside the district may enroll his/her child (children) prior to the beginning of the school year in the New Philadelphia School District. No tuition cost will be assessed to the bargaining unit member. The bargaining unit member will complete open enrollment forms if applicable. However, the District shall not be responsible for the costs associated with post-secondary enrollment of a child enrolled under this provision.

ARTICLE 29 – DRUG FREE WORKPLACE

- 29.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

- 29.02 The manufacturing, distributing and/or dispensing of any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment as according to Ohio Revised Code §3319.16 and §3319.161.
- 29.03 The conviction, guilty or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in an activity related to work or the workplace shall be sufficient grounds to require the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment. A second conviction, guilty or no contest plea shall be sufficient grounds for termination of employment.

ARTICLE 30 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 30.01 The New Philadelphia City Schools Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. The Committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.
- 30.02 The LPDC shall develop by-laws of operation which will oversee and review professional development plans for course work, continuing education units (CEU's), and/or other equivalent activities.
- 30.03 The term of office for members serving on the committee shall be two (2) years.
- 30.04 A. The committee shall be comprised of eight (8) members as follows:
- Five (5) classroom teachers
 - Three (3) administrators
- B. The five (5) teacher members shall be appointed by the Association president. The three (3) administrative appointments shall be made by the Superintendent.
- C. In the event of a vacancy, the committee member shall be replaced in accordance with Section 30.04 (B) above.
- 30.05 The committee chairperson and secretary/recorder shall be determined by the majority vote of the committee members.
- 30.06 The District Local Professional Development Committee members shall determine the frequency, time, and place of meetings within the following parameters:
- A. The number of release day meetings in any one year shall be kept to a minimum.

B. Attendance at any meetings scheduled for after school or in the summer shall be compensated at a rate equal to the hourly per diem of the teacher's base salary for up to twenty (20) hours per year. The LPDC shall be paid at Level 15 of the Supplemental Salary Schedule.

30.07 All district educators who are not working under a permanent certificate will prepare an Individual Professional Development Plan to address their personal, professional, and assignment goals as they relate to students, grade level and assignment, building, district, regional and our state expectations for performance.

30.08 The LPDC shall approve all CEU programs, course work for all licensed employees as included by statute, as well as other activities that may provide CEU's; and the LPDC shall establish and/or approve the criteria for the above programs.

30.09 A teacher may appeal the decision of the LPDC consistent with the Appeals Process determined in the by-laws of operation.

ARTICLE 31 – EMPLOYMENT OF RETIRED TEACHERS

This provision shall only be in effect for the term of this Agreement.

31.01 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Agreement, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

31.02 A Retiree shall be paid at the Bachelors - 5 years salary step level, if Bachelors, and the Masters - 5 years salary step level, if Masters, regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

31.03 A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Section 8.03 of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §3319.11 and §3319.111.

- 31.04 A Retiree shall accumulate and may use sick leave in accordance with Article 7 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 11 of the Negotiated Agreement upon conclusion of employment as a Retiree.
- 31.05 A Retiree shall not be entitled to participate in insurances provided to bargaining unit members under Article 15 of the Negotiated Agreement.
- 31.06 A Retiree shall not accumulate seniority in the bargaining unit.
- 31.07 The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, seniority and severance pay.

ARTICLE 32 – PROGRESSIVE DISCIPLINE

- 32.01 The Board and Association agree that discipline of the bargaining unit member(s) will be for just cause.
- 32.02 Disciplinary action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level and may include the repetition of an action without progressing to the next step. The parties recognize that some more serious offenses may be dealt with on a more serious basis with appropriate discipline for the bargaining unit member's offense. The Board may utilize a plan of assistance or require additional training as a part of the disciplinary process. The Board of Education will reimburse the bargaining unit member for any costs associated with plan of assistance/additional training.
- A. Oral warning(s) – The Oral warning will be confirmed utilizing the Confirmation of Oral Warning form (Appendix U) however the Oral Warning shall not be transmitted or discussed electronically. A staff member has the right to make a written response to the Oral warning and to have it attached to the form. Oral warning(s) shall not be placed in the personnel file.
 - B. Written reprimand(s) - Said written reprimand will be placed in the personnel file. Bargaining unit member may write a rebuttal to be attached to the written reprimand.
 - C. Suspension(s) without pay - the Superintendent may suspend a bargaining unit member for up to five (5) days without pay.
 - D. Termination in accordance with the procedures of ORC 3319.16 and 3319.161 only. Termination is not subject to the grievance procedure.

Formal disciplinary/reprimand meeting(s) shall be in private. Either the Administration or the employee has the right to representation at any disciplinary/reprimand meeting.

ARTICLE 33 – DURATION AND INTENT OF AGREEMENT

33.01 There shall be no negotiations between parties except as provided by this Agreement.

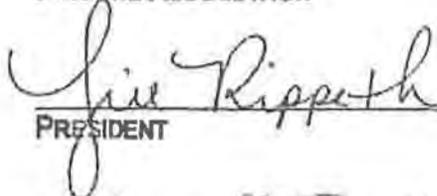
33.02 If any provision of the total agreement or any application of the total agreement shall be found contrary to law, the parties shall meet within ten (10) days of a request by either party to determine the extent, if any, to which changes must be made.

33.03 Both parties and their constituents agree to comply with the provisions of the contract.

33.04 The Agreement has been negotiated in good faith by the above-mentioned parties and shall become effective August 1, 2017 and shall remain in effect through July 31, 2020.

33.05 This document represents the total agreement between the parties.

FOR THE ASSOCIATION



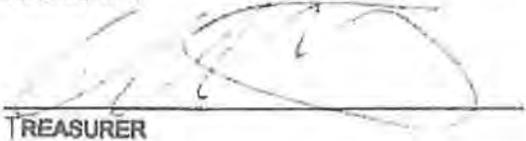
PRESIDENT



VICE-PRESIDENT



SECRETARY



TREASURER

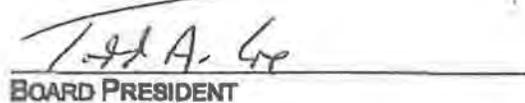
12-13-17

DATE

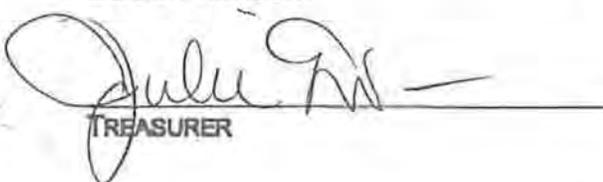
FOR THE BOARD



SUPERINTENDENT



BOARD PRESIDENT



TREASURER

12/18/17

DATE

APPENDIX A – HEALTHCARE SCHEDULE OF BENEFITS

PLAN NAME	\$250 DEDUCTIBLE	
BENEFITS	IN NETWORK	OUT OF NETWORK
Deductible - Single/Family	\$250/\$500	\$500/\$1,000
Coinsurance	90%	70%
Coinsurance Max (Excl. Ded.)	\$750/\$1,500	\$1,500/\$3,000
Total Out of Pocket Maximum	\$1,000/\$2,000	\$2,000/\$4,000
PHYSICIAN/OFFICE SERVICES		
Office Visit - PCP/Specialist	\$10/\$20	30% after deductible
Surgical Services	\$10/\$20	30% after deductible
Urgent Care	\$35	30% after deductible
Immunizations	\$10/\$20	30% after deductible
Allergy Testing	\$10/\$20	30% after deductible
PREVENTATIVE SERVICES		
Routine Physical Exam (18+)	100%	30% after deductible
Well Child Care	100%	30% after deductible
Routine Mammogram	100%	30% after deductible
Routine Pap Test	100%	30% after deductible
OUTPATIENT SERVICES		
Surgical Services	10% after deductible	30% after deductible
Diagnostic Services	10% after deductible	30% after deductible
Emergency Room -	\$75 copay	\$75 copay
Emergency	\$20 per visit	30% after deductible
Speech Therapy	\$20 per visit	30% after deductible
Physical/chiro/occupational (see summary)		
INPATIENT FACILITY		
Semi-Private Room & Board	10% after deductible	30% after deductible
Maternity	10% after deductible	30% after deductible
Skilled Nursing Facility (see summary)	10% after deductible	30% after deductible
ADDITIONAL SERVICES		
Durable Medical Equipment	10% after deductible	30% after deductible

PRESCRIPTION DRUGS

	Rx C
Generic	\$10
Formulary Brand	\$20
Non-Formulary Brand	\$35
Mail Order	\$20/\$40/\$70

APPENDIX B – DENTAL SCHEDULE OF BENEFITS

**Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 1675-8000
New Philadelphia City Schools**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation. *

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist Plan Pays	Delta Dental Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Periodontal Maintenance – cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to bridges and dentures	80%	80%	80%
Major Services			
Major Restorative Services – crowns	60%	60%	60%
Prosthodontic Services – bridges and dentures	60%	60%	60%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

** When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.*

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. One additional prophylaxis is payable in the same calendar year for individuals with a documented history of periodontal disease.
- Fluoride treatments are payable once per calendar year for people up to age 26.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per three-year period for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Veneers are payable on incisors and cuspids once per tooth per five-year period when necessary due to fracture or decay. Veneers for cosmetic purposes are not Covered Services.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Full and partial dentures are payable once in any five-year period. Reline and rebase of dentures are payable once in any two-year period.
- Implants and related services are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,500 per person total per Benefit Year on all services except orthodontic services. \$1,000 per person total per lifetime on orthodontic services.

Deductible – \$50 Deductible per person total per Benefit Year limited to a maximum Deductible of \$100 per family per Benefit Year. The Deductible does not apply to

diagnostic and preventive services, emergency palliative treatment, X-rays, sealants, brush biopsy, periodontal maintenance and orthodontic services.

The Deductible met under the previous carrier for the period January 1, 2017 through June 30, 2017 will be applied to the 2017 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

Waiting Period – Employees who are eligible for dental benefits are covered on the date that is defined by the Collective Bargaining Unit.

Eligible People – Individuals as defined by the collective bargaining agreement are eligible for benefits. (8000-New Philadelphia City Schools) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) The Contractor and Subscriber share the cost of this plan.

Also eligible are your legal spouse and your children to the end of the month in which they turn 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your Spouse are both eligible to enroll in This Plan as Subscribers, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Subscribers under This Plan.

Benefits will cease at the end of the month.

Customer Service Toll-Free Number: 800-524-0149 (TTY users call 711)
www.DeltaDentalOH.com
July 1, 2017

APPENDIX C– VOLUNTARY VISION BENEFITS

New Philadelphia Voluntary Vision Benefits

		Vision Benefits	
<i>Upgrade / Downgrade</i>		NETWORK	NON-NETWORK
Frequency	Exam	Once every 12 months	
	Lens	Once every 12 months	
	Frame	Once every 24 months	
Exam Co-Pay		\$20 copay [^]	up to \$45
Lens Co-Pay*	Single	\$20 copay [^]	up to \$30
	Bifocal	\$20 copay [^]	up to \$50
	Trifocal	\$20 copay [^]	up to \$65
	Lenticular	\$20 copay [^]	up to \$100
	Progressive	cost between (\$55-\$175)	n/a
Frames Allowance**		up to \$150**	up to \$70
Contact Lenses		up to \$150	up to \$105
Contact Lens Fitting		not to exceed \$60 copay [^]	n/a
Network Rate Guarantee		VSP Choice 4 years	
	Notes	[^] exam and lens costs are covered in full after \$20 copay.	
<p><i>*All Lens options are illustrated as *per pair* cost</i> <i>**Covers materials up to allowance after lens copay- see full</i></p>			

APPENDIX D – TEACHER PERFORMANCE EVALUATION RUBRIC

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

Teacher Name:

Date:

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learning needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 5: Assessment) <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher obtains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

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

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

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

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

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 3: Students; Standard 5: Learning Environment; Standard 6: Collaboration and communication)</p> <p><i>Sources of Evidence:</i> Pre-conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly as students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment					
INSTRUCTION AND ASSESSMENT	ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)	Ineffective	Developing	Skilled	Accomplished
		<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 poses learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

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

APPENDIX E – TEACHER PRE-OBSERVATION PLANNING FORM

Pre-Observation Planning Form

Teacher Name _____

Directions to Teachers:

Complete this form (as a guide) prior to the lesson to be observed. Note that the questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. You may also choose to attach lesson or unit plans. Provide your evaluator with a copy of this form to be used for discussion during the pre-observation conference and for reference during the classroom observation.

		Planning (Pre-Observation)
PLAN	<p>FOCUS (Standard 4: Instruction) Skilled</p> <ul style="list-style-type: none"> • What is the focus for the lesson? • What content will students know/understand? What skills will they demonstrate? • What state standards are addressed in the planned instruction? • Why is this learning important? 	
	<p>Accomplished</p> <ul style="list-style-type: none"> • How do you establish challenging and measureable goals aligned with the Ohio standards? • How do your goals reflect a range of student learner needs? • How do the goals fit into the broader unit, course, and school goals for content learning and skills? 	

PLAN	<p>ASSESSMENT DATA (Standard 3: Assessment)</p> <p>Skilled:</p> <ul style="list-style-type: none"> • What diagnostic, formative, and/or summative assessment data were examined to inform this lesson planning? • How do you analyze assessment data to effectively inform your instruction? 	Planning (Pre-Observation)
	<p>Accomplished:</p> <ul style="list-style-type: none"> • What differentiation strategies are used when planning assessments? • How does your assessment choice reflect student's strengths and opportunity for growth? 	
	<p>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS</p> <p>(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)</p> <p>Skilled:</p> <ul style="list-style-type: none"> • What prior knowledge do students need? • How will you make connections to previous and future learning? • How does this lesson connect to district pacing guides (Ohio CORE)? 	Planning (Pre-Observation)
	<p>Accomplished:</p> <ul style="list-style-type: none"> • What input from families, colleagues, and other professionals was used to gain understanding of each learner's prior knowledge? • How does this lesson connect to other disciplines and to students' real-life experiences and/or possible careers? • How does this lesson provide multiple pathways for learning depending on the student needs? 	

		Planning (Pre-Observation)
PLAN	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students) Skilled:</p> <ul style="list-style-type: none"> • What should the evaluator know about the student population? (See <i>Data Measures Inventory for the Classroom</i>) • What multiple procedures are used to obtain information about the student background knowledge and experiences? • How is this lesson developmentally appropriate based on student background knowledge, experiences, readiness for learning and learning styles? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How does knowing student's background knowledge enhance your instruction? • How do you analyze and connect data to specific instructional strategies and plans? • How do your strategies, content, and delivery meet the needs of individual students and groups of students? 	

		Planning (Pre-Observation)
TEACH	<p>LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)</p> <p>Skilled:</p> <ul style="list-style-type: none"> • 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 critical thinking? • Explain the balance between teacher-directed instruction and student-led learning. • How will content-specific concepts, assumptions, and skills be taught? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How do you use well-timed individualized, developmentally appropriate strategies and language to encourage independent learning? • What student confusion do you anticipate on the content and how will you plan for and provide multiple formats for student clarification? • How do you use varied levels of questions to develop high level understanding? • How will students take part in leading the lesson? 	
	<p>DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)</p> <p>Skilled:</p> <ul style="list-style-type: none"> • How will the learning needs of all students be addressed through a variety of strategies, materials and/or pacing? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How will independent, collaborative, and whole class instruction be used to support individual learning goals? 	

		Planning (Pre-Observation)
TEACH	<p>RESOURCES (Standard 2: Content / Standard 4: Instruction) Skilled:</p> <ul style="list-style-type: none"> • How are the resources/materials selected appropriate for students' learning styles and needs while actively engaging students? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How are the resources/materials selected varied and appropriate to ability levels of students? • How do the resources/materials engage students in ownership of their learning? 	
	<p>CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment) Skilled:</p> <ul style="list-style-type: none"> • How do you develop a positive rapport with all your students? • What age appropriate classroom routines and procedures will be needed for this lesson? • What learning situations will be needed for this lesson (cooperative learning, small group or independent work)? • What opportunities and activities are provided for families to support student learning? • How are classroom expectations for student behavior made clear to students? 	

		Planning (Pre-Observation)
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TEACH	<p>Accomplished:</p> <ul style="list-style-type: none"> • How do you develop a positive rapport with individual students? • How do you include students in establishing and maintaining efficient operation of the classroom? • How do you maximize instructional time and combine independent, collaborative, and whole-class learning? • How are students involved in the development of a classroom management system? • What research based strategies have been used to lessen disruptive behaviors and reinforce positive behaviors? 	
ASSESS	<p><u>ASSESSMENT OF STUDENT LEARNING</u> (Standard 3: Assessment) Skilled:</p> <ul style="list-style-type: none"> • How is assessment data used to identify students' strengths and needs? • How is assessment data used to modify and differentiate instruction? • How will you respond and make adjustments to student misunderstandings? • What sources are used to gather student data for planning and implementing instructional strategies for groups of students? • How do you provide feedback to students, families and other school personnel? <hr/> <p>Accomplished:</p> <ul style="list-style-type: none"> • How is assessment data used to anticipate learning obstacles? • How do you use student data to meet the needs of individual students, groups and whole class? • What self-assessment opportunities do you provide for students? • How are assessment results used to reflect on your own teaching in relation to student success? 	

Professional Responsibilities	<p><u>COLLABORATION AND COMMUNICATION</u> (Standard 6) Skilled:</p> <ul style="list-style-type: none"> • What communication strategies are used to communicate with colleagues, students and families? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How do you demonstrate clear and effective communication with students, families and colleagues? • How do you demonstrate shared responsibility with parents/caregivers to support student learning? • How do you demonstrate collaboration with colleagues to improve personal and team practices? 	
	<p><u>PROFESSIONAL RESPONSIBILITY AND GROWTH</u> (Standard 7) Skilled:</p> <ul style="list-style-type: none"> • How do you meet ethical and professional responsibilities with integrity and honesty? • How are you meeting your data- based short and long term professional goals? 	
	<p>Accomplished:</p> <ul style="list-style-type: none"> • How do you help colleagues access and interpret laws and policies? • What modifications are you making to your short and long term professional goals pertaining to evidence of student learning? • How often do you modify or reassess your short and long term goals pertaining to evidence of student learning? 	

Pre-Conference Initials: Teacher Evaluator Date & Time of Pre-Conference:

Post-Conference Initials: Teacher Evaluator Date & Time of Post-Conference:

APPENDIX F – TEACHER SELF-ASSESSMENT SUMMARY TOOL

Ohio Teacher Evaluation System

Self-Assessment

Self-Assessment Summary Tool

Name _____

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

Date _____

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

APPENDIX G – TEACHER PROFESSIONAL GROWTH PLAN

Ohio Teacher Evaluation System

Professional Growth Plan

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

APPENDIX H – TEACHER IMPROVEMENT PLAN

Ohio Teacher Evaluation System

Improvement Plan

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

APPENDIX I – CLASSROOM WALKTHROUGH AND INFORMAL OBSERVATION

Ohio Teacher Evaluation System

Classroom Walkthroughs and Informal Observations

Informal Observation: General Form

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

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

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

APPENDIX J – TEACHING PRE-OBSERVATION CONFERENCE FORM

TEACHING PRE-OBSERVATION CONFERENCE FORM

MUST submit completed pre-observation form at least one school day prior to the pre-observation conference.

Name _____ Administrator _____

Subject Area(s)/Assignment: _____

1. Briefly describe your students, including those with special needs.
2. Briefly describe your current unit(s), including the connections between past and future content. What do you want the students to learn?
3. How do you engage students in the content? What do you do? What do the students do? How are students leading instruction? (Differentiation)
4. What instructional materials or other resources do you use? How do you use assessment data to inform your lessons? Please attach samples.
5. How do you assess student achievement of unit goals? Please attach any tests or performance tasks, with accompanying scoring guides or rubrics.
6. How do you collaborate with parents and staff?
7. How are you growing professionally?

Additional comments:

Teacher Signature

Date

Obs 1 Date

Obs 2 Date

Evaluator Signature

Date

Pre-Conf Date

TEACHING POST-OBSERVATION CONFERENCE FORM

Name _____ Administrator _____

Subject Area(s)/Assignment: _____

Observation 2 Date _____

1. To what extent did students achieve the goals of the lesson?

2. In your judgment, what instructional activities (or materials) were effective? Ineffective? Explain.

Additional comments:

APPENDIX L – TEACHER OBSERVATION SUMMARY REPORT FORM

New Philadelphia City School District
Observation Summary Report Form

Teacher: _____

Evaluator: _____

Date: _____

Evidence Notes	Area of Rubric	Rating	Rubric Criteria Met
	Focus for Learning	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Assessment Data	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Prior Content Knowledge/ Sequence/Connections	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Knowledge of Students	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Lesson Delivery	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Differentiation	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Resources	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	

	Classroom Environment	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Assessment of Student Learning	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	
	Professional Responsibilities	<input type="checkbox"/> Accomplished <input type="checkbox"/> Proficient <input type="checkbox"/> Developing <input type="checkbox"/> Ineffective	

Additional Collaboration

Areas	Comment/Suggestions – Administrator
Reinforcement	
Refinement	

Teacher Comments:

Teacher Signature: _____ Evaluator Signature: _____

Observation 1 Date: _____ Observation 2 Date: _____ Observation No. ____ Date: _____

APPENDIX M – TEACHER FINAL SUMMATIVE RATING

Ohio Teacher Evaluation System

Final Summative Rating

Final Summative Rating of Teacher Effectiveness

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

Check here if Improvement Plan has been recommended.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

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

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

APPENDIX N – SCHOOL COUNSELOR EVALUATION RUBRIC

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

School Counselor Evaluation Rubric

The *School Counselor Evaluation Rubric* is intended to be scored holistically. This means the evaluator will assess which level provides the best overall description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	The school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	Developing	Skilled	Accomplished
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

APPENDIX O – SCHOOL COUNSELOR INFORMAL OBSERVATION FORM

Ohio School Counselor Evaluation System

Informal Observations

Informal Observation: Open-Ended Form

School Counselor Name:

Activity Observed:

Date:

Evaluator Name:

Time Informal Observation Begins:

Time Informal Observation Ends:

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

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Evaluator Signature

Photocopy to School Counselor

APPENDIX P – SCHOOL COUNSELOR POST-OBSERVATION CONFERENCE

Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

- 1.
- 2.
- 3.

Record three reflective questions you would ask the school counselor that align with the area of refinement.

- 1.
- 2.
- 3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:
 - Review conference process
 - General impression question: "How do you think the activity went?"
2. Reinforcing the School Counselor:
 - Identify an area of reinforcement (ONLY one area)
 - Ask self-analysis question
 - Provide evidence from notes
3. Refining the School Counselor's Skill:
 - Identify an area of refinement (ONLY one area)
 - Ask self-analysis question
 - Provide evidence from notes
 - Give a recommendation for future practice

Present evidence and rating connected to the rubric.

APPENDIX Q – SCHOOL COUNSELOR FINAL SUMMATIVE RATING

Ohio School Counselor Evaluation System

Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
<i>Area of reinforcement:</i>		<i>Area of refinement:</i>		
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

School Counselor Signature _____

Date _____

Evaluator Signature _____

Date _____

APPENDIX R – SCHOOL COUNSELOR SELF ASSESSMENT SUMMARY TOOL

Ohio School Counselor Evaluation System

Self-Assessment

Self-Assessment Summary Tool

The *Ohio Standards for School Counselors* define expectations for Ohio's school counselors based on what is known about the skills and practices of effective school counselors. The standards can be used as a guide for school counselors as they self-assess their professional effectiveness to identify their strengths and areas for additional professional growth.

One way for school counselors to self-assess is to respond to focused, guiding questions related to effective practices. This self-assessment tool offers both essential questions and statements for response.

The school counselor should consider each of the statements below and choose the response that most accurately represents performance.

Standard One Essential Question(s): Have I engaged in collaborative planning within my school for a comprehensive school counseling program plan?

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
---	----------	-----------------	----------------	---------------	-------------------	-----------------

I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
--	----------	------------	-------------	----------------	-----------------	-------------

I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
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The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
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Standard Two Essential Question(s): Do I effectively provide direct services to meet the academic, college/career and social/emotional development needs of my students?

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.

0	1	2	3	4	5
N/A	Not at all	Partially	Somewhat	Almost Fully	Completely

Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
--	----------	------------	-------------	----------------	-----------------	-------------

Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.

0	1	2	3	4	5
N/A	Never	Rarely	Sometimes	Frequently	Always

Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
--	----------	------------	-------------	----------------	-----------------	-------------

Responsive Services: I develop appropriate interventions for students as needed.

0	1	2	3	4	5
N/A	Never	Rarely	Sometimes	Frequently	Always

Standard Three Essential Question(s): Do I effectively make connections, build partnerships, consult and seek solutions, and provide referrals to meet my students' academic, career/college and social/emotional development needs?

I partner with school personnel and parents/guardians to achieve common goals for student success.

0	1	2	3	4	5
N/A	Never	Rarely	Sometimes	Frequently	Always

I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
--	----------	------------	-------------	----------------	-----------------	-------------

Standard Six Essential Question(s): Do I demonstrate professionalism, model ethics and seek continuous professional learning?

I seek ongoing, relevant and high-quality professional learning and growth.

0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
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I adhere to ethical standards and legal and professional codes.

0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
----------	------------	-------------	----------------	-----------------	-------------

I demonstrate professionalism in my field

0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
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APPENDIX S – SCHOOL COUNSELOR PROFESSIONAL GROWTH PLAN

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: _____ Evaluator Name: _____ Self-Directed Collaborative

Goal One	<i>Choose the Standard(s) aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.</i>			
	<input type="checkbox"/> Comprehensive School Counseling Program Plan		<input type="checkbox"/> Evaluation and Data	
	<input type="checkbox"/> Direct Services for Academic, Career, and Social/Emotional Development		<input type="checkbox"/> Leadership and Advocacy	
	<input type="checkbox"/> Indirect Services		<input type="checkbox"/> Professional Responsibility, Knowledge & Growth	
	Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two	<i>Choose the domain(s) aligned to the Metric of Student Outcomes goal.</i>			
	<input type="checkbox"/> Academic <input type="checkbox"/> College/Career <input type="checkbox"/> Social/Emotional			
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

APPENDIX T – SCHOOL COUNSELOR IMPROVEMENT PLAN

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation 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.

School Counselor Name:
School Year:

Date of Improvement Plan Conference:
Building:

Section 1: Improvement Statement – List specific areas for improvement as related to the *Ohio Standards for School Counselors*. 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 each goal will measure.

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated: _____

School Counselor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Improvement Plan: Evaluation of Plan

School Counselor Name:
School Year:

Date of Evaluation:
Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

- Improvement demonstrated and professional standards met a satisfactory level of performance.
- Continue with the Improvement Plan for a specified amount of time. Date:
- Recommend dismissal.

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.

School Counselor's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

* The level of performance varies depending on school counselor's years of experience.

APPENDIX U – NON OTES EMPLOYEE EVALUATION FORM

New Philadelphia City Schools	248 Front Avenue S.W.	New Philadelphia, Ohio 44663
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TEACHERS CLASSROOM OBSERVATIONS/SUMMATIVE EVALUATION FORM

Employee's Last Name	First	Middle	Position(s) of Employee
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District	School	Evaluator	Interview/Conference Date
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School Year: _____ Evaluation: (Check 1) One Two

For classroom observation use:

Class Observed: _____ **Date Class Observed:** _____

Time Observation Began: _____ **Time Observation Ended:** _____

This form is to serve as a permanent record of an administrator's evaluation of a teacher's performance during a specific time period based on specific criteria.

PERFORMANCE EVALUATION

<p>Directions: Examine all sources of evidence provided by the teacher and bear in mind the aspects of teaching for each of the four categories used in this form. Refer to the rubric language, checking the appropriate aspects of teaching, and indicating the sources of evidence used to determine the evaluation of the results in each category. Last, assign an overall evaluation of performance, sign the form and gain the signature of the employee.</p>
--

Category I: Planning and Preparation – Through their knowledge of content and pedagogy skills in planning and preparation, teachers make plans and set goals based on the content to be learned, their knowledge of students and their instructional context. Category I review: Knowledge of Content and Pedagogy, Knowledge of Students, Selecting Instructional Goals, Designing Coherent Instruction, Assessing Student Learning, Knowledge of Resources, Materials and Technology.

<input type="checkbox"/> SATISFACTORY	<input type="checkbox"/> UNSATISFACTORY		
<p>Performance Demonstrates:</p> <p>Knowledge of content, pedagogy and Ohio Academic Standards</p> <p>Relevant knowledge of students and how to use this knowledge to direct and guide instruction</p> <p>Clear and appropriate instructional goals that reflect Ohio standards and high expectations for students</p> <p>Awareness of resources, materials, or technology available through the school or district or professional organizations</p> <p>Appropriate instructional design in which plans for various elements are aligned with the instructional goals and have a recognizable sequence and required adaptations for individual student needs</p> <p>Appropriate assessments of student learning completely aligned to the instructional goals and adapted as needed for student needs.</p>	<p>Performance Demonstrates:</p> <p>Limited knowledge of content, pedagogy and Ohio Academic Standards</p> <p>Irrelevant or limited knowledge of students and how to use this information to direct and guide instruction</p> <p>Unclear or trivial instructional goals and low expectations for students.</p> <p>Little or no awareness of resources, materials, and technology available through the school or district or professional organizations</p> <p>Inappropriate instructional design in which plans for elements are not aligned with the instructional goals, and have few or inappropriate adaptations for individual student needs</p> <p>Inappropriate assessments of student learning not aligned to the instructional goals nor adapted as needed for student needs.</p>		
<p>Sources of Evidence (Check all that apply and include dates, types/titles and number)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Lesson/Unit Plans See Attachment EVA I <input type="checkbox"/> Resources/Materials/Technology See Attachment EVA I <input type="checkbox"/> Assessment Materials See Attachment EVA I </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Teacher Conferences/Interviews See Attachment EVA I <input type="checkbox"/> Classroom Observations See Attachment EVA I <input type="checkbox"/> Teacher Resource Documents See Attachment EVA I </td> </tr> </table>		<input type="checkbox"/> Lesson/Unit Plans See Attachment EVA I <input type="checkbox"/> Resources/Materials/Technology See Attachment EVA I <input type="checkbox"/> Assessment Materials See Attachment EVA I	<input type="checkbox"/> Teacher Conferences/Interviews See Attachment EVA I <input type="checkbox"/> Classroom Observations See Attachment EVA I <input type="checkbox"/> Teacher Resource Documents See Attachment EVA I
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<p>Justification for Evaluation</p> 			

Category II: Classroom Environment – Teachers establish and maintain a purposeful and equitable environment for learning, in which students feel safe, valued, and respected by instituting routines and by setting clear expectations for student behavior. Category II reviews: Teacher Interaction with Students, Establishment of an Environment for Learning, Student Interaction.

<input type="checkbox"/> SATISFACTORY	<input type="checkbox"/> UNSATISFACTORY						
<p>Performance demonstrates:</p> <p>Clear expectations for student achievement with value placed on the quality of student work</p> <p>Evidence of learning opportunities for all students</p> <p>Appropriate interactions between teacher and students and among students</p> <p>Effective classroom routines and procedures resulting in little or no loss of instructional time</p> <p>Clear standards of conduct and effective management of student behavior</p> <p>Safe and skillful organization of physical space, to the extent it is under the control of the teacher, that provides accessibility to learning and to the use of resources.</p>	<p>Performance Demonstrates:</p> <p>Unclear expectations for student achievement with little or no value placed on the quality of student work.</p> <p>Little attention to equitable learning opportunities for students</p> <p>Inappropriate or disrespectful interactions between teacher and students and among students</p> <p>Inefficient classroom routines and procedures resulting in loss of instructional time</p> <p>Absent or unclear standards of conduct, or ineffective management of student behavior</p> <p>Unsafe or inadequate organization of physical space, to the extent it is under the control of the teacher, to provide accessibility to learning and to the use of resources, materials, and technology.</p>						
<p>Sources of Evidence (Check all that apply and include dates, types/titles, and number)</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Classroom Observations</td> <td><input type="checkbox"/> Visual Technology</td> </tr> <tr> <td><input type="checkbox"/> Informal Observations/Visits</td> <td><input type="checkbox"/> Resources/Materials/Technology/Space</td> </tr> <tr> <td><input type="checkbox"/> Teacher Conferences/Interviews</td> <td><input type="checkbox"/> Other</td> </tr> </table>		<input type="checkbox"/> Classroom Observations	<input type="checkbox"/> Visual Technology	<input type="checkbox"/> Informal Observations/Visits	<input type="checkbox"/> Resources/Materials/Technology/Space	<input type="checkbox"/> Teacher Conferences/Interviews	<input type="checkbox"/> Other
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<input type="checkbox"/> Informal Observations/Visits	<input type="checkbox"/> Resources/Materials/Technology/Space						
<input type="checkbox"/> Teacher Conferences/Interviews	<input type="checkbox"/> Other						
<p>Justification for Evaluation</p> 							

Category III: Instructional Delivery – Through their knowledge of content and their pedagogy and skill in delivering instruction, teachers engage students in learning by using a variety of instructional strategies. Category III addresses: Communications, Questioning and Discussion Techniques, Engaging Students in Learning, Providing Feedback, Demonstrating Flexibility and Responsiveness).

SATISFACTORY	UNSATISFACTORY								
<p>Performance Demonstrates:</p> <p>Making learning goals and instructional procedures clear to the student</p> <p>Effective use of questioning and discussion strategies that encourage many students to participate</p> <p>Encourage the engagement of students in learning and provide adequate pacing of instruction</p> <p>Accurate and constructive feedback to students on their learning</p> <p>Appropriate use of informal and formal assessments to meet learning goals and to monitor student learning</p> <p>Flexibility and responsiveness in meeting the learning needs of students.</p>	<p>Performance Demonstrates:</p> <p>Unclear or inappropriate communication of procedures and poor explanations of content</p> <p>Ineffective use of questioning and discussion strategies and little student participation</p> <p>Little or no encouragement to engage students in learning and inadequate pacing of instruction</p> <p>Inaccurate or inappropriate feedback to students on their learning</p> <p>Little or inappropriate use of formal and informal assessments to meet learning goals and to monitor student learning</p> <p>Inflexibility in meeting the learning needs of students.</p>								
<p>Sources of Evidence (Check all that apply and include dates, types/titles, or number)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Classroom Observations See Attachment EVA I </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Student Assignment Sheets See Attachment EVA I </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Informal Observations/Visits See Attachment EVA I </td> <td style="vertical-align: top;"> <input type="checkbox"/> Student Work See Attachment EVA I </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Assessment Materials See Attachment EVA I </td> <td style="vertical-align: top;"> <input type="checkbox"/> Instructional Resources/Materials/Technology See Attachment EVA I </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Teacher Conferences/Interviews See Attachment EVA I </td> <td style="vertical-align: top;"> <input type="checkbox"/> Other See Attachment EVA I </td> </tr> </table>		<input type="checkbox"/> Classroom Observations See Attachment EVA I	<input type="checkbox"/> Student Assignment Sheets See Attachment EVA I	<input type="checkbox"/> Informal Observations/Visits See Attachment EVA I	<input type="checkbox"/> Student Work See Attachment EVA I	<input type="checkbox"/> Assessment Materials See Attachment EVA I	<input type="checkbox"/> Instructional Resources/Materials/Technology See Attachment EVA I	<input type="checkbox"/> Teacher Conferences/Interviews See Attachment EVA I	<input type="checkbox"/> Other See Attachment EVA I
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<input type="checkbox"/> Teacher Conferences/Interviews See Attachment EVA I	<input type="checkbox"/> Other See Attachment EVA I								
<p>Justification for Evaluation</p>									

Category IV: Professionalism – Professionalism refers to those aspects of teaching that occur in and beyond the classroom/building. Category IV addresses: Adherence to School and District Procedures, Maintaining Accurate Records, Commitment to Professional Standards, Communicating with Families, Demonstrating Professionalism.

SATISFACTORY	UNSATISFACTORY
<p>Performance Demonstrates:</p> <p>Full adherence to school and district procedures and regulations related to attendance, punctuality, and the like.</p> <p>Full and active compliance with school and district requirements for maintaining accurate and complete records</p> <p>Full and active compliance with district requirements for communicating with families regarding student needs/improvement</p> <p>Full and frequent participation in professional development events/opportunities, consistent application of new learning in the classroom, and sharing of learning with colleagues</p>	<p>Performance Demonstrates:</p> <p>Little and/or irregular compliance to school and district procedures and regulations related to attendance, punctuality, and the like</p> <p>Inefficient or ineffective system for maintaining accurate records that is not in compliance with school or district guidelines and</p> <p>Infrequent or inappropriate communication with families to understand student needs and development</p> <p>Little or infrequent participation in professional development opportunities, little application of new learning in the classroom and little sharing of learning with colleagues</p>
<p>Sources of Evidence (Check all that apply and include dates, types/titles, or number)</p>	
<p><input type="checkbox"/> Classroom Observations See Attachment EVA I</p> <p><input type="checkbox"/> Informal Observations/Visits See Attachment EVA I</p> <p><input type="checkbox"/> Assessment Materials See Attachment EVA I</p> <p><input type="checkbox"/> Teacher Conferences/Interviews See Attachment EVA I</p>	<p><input type="checkbox"/> Student Assignment Sheets See Attachment EVA I</p> <p><input type="checkbox"/> Student Work See Attachment EVA I</p> <p><input type="checkbox"/> Instructional Resources/Materials/Technology See Attachment EVA I</p> <p><input type="checkbox"/> Other See Attachment EVA I</p>
<p>Justification for Evaluation</p>	

APPENDIX V – ORAL WARNING FORM

Name of staff member _____

Date of Oral Warning _____

Topic of Oral Warning _____

Staff member signature

Administrator signature

*Signatures on this form acknowledge an oral warning was conducted. However, the staff member's signature should not be construed as evidence that the staff member agrees with the discipline. A staff member has the right to make a written response to the Oral warning and to have it attached to this form.