



10-11-2018  
0492-01  
18-MED-02-0130  
K37232

AGREEMENT

BETWEEN

THE NORTH ROYALTON BOARD OF EDUCATION

AND

THE NORTH ROYALTON EDUCATION ASSOCIATION

CUYAHOGA COUNTY

August 1, 2018 through July 31, 2021

TABLE OF CONTENTS

AGREEMENT BETWEEN THE  
NORTH ROYALTON BOARD OF EDUCATION  
AND THE  
NORTH ROYALTON EDUCATION ASSOCIATION

AUGUST 1, 2018 - JULY 31, 2021

<u>ARTICLE</u>	<u>PAGE</u>
Signature Page .....	1
Article 1 - Recognition, Responsibilities, Rights.....	2
Article 2 - Duration, Effect and Form.....	4
Article 3 - Provisions Contrary to Law.....	4
Article 4 - Negotiations Procedures .....	5
Article 5 - Grievance Procedure.....	7
Article 6 - Defense and Indemnity (Liability Coverage).....	9
Article 7 - Personnel Files.....	11
Article 8 - Evaluation Procedure .....	12
Article 9 - Reduction in Force .....	12
Article 10 - Termination and Non-Renewal .....	16
Article 11 - Vacancies, Transfers, and Job Sharing .....	16
Article 12 - Communications .....	18
Article 13 - Extra-Curricular Activities .....	19
Article 14 - Faculty Meetings and Professional Staff Development .....	19
Article 15 - Professional Organizations .....	20
Article 16 - Department Chairpersons .....	20
Article 17 - Student Discipline .....	20
Article 18 - Leave Policies .....	21
Article 19 - Donation of Sick Leave .....	28
Article 20 - Communicable Diseases .....	28
Article 21 - Teacher Contracts .....	30
Article 22- Fair Share Fee .....	32
Article 23 - Filing and Maintenance of Certificates/Licenses.....	33
Article 24 - Class Size .....	34
Article 25 - School Day .....	34
Article 26 - School Calendar .....	39
Article 27 - IDEA, ESSA and Section 504 Issues .....	40
Article 28 - Lunch Periods .....	41
Article 29 - Pupil Attendance Records .....	42
Article 30 - Parent-Teacher Conferences/Student Progress .....	42
Article 31 - Complaint Procedure .....	42
Article 32 - Non-Certificated/Licensed Help .....	43
Article 33 - Traveling Teachers .....	43

Table of Contents, continued

Article 34 - Specialists .....	43
Article 35 - Media Specialist Services .....	43
Article 36 - Long-Term Substitutes and Permanent Substitutes .....	44
Article 37 - Insurance .....	44
Article 38 - Program and Curriculum Development .....	54
Article 39 - Severance Pay .....	54
Article 40 - Board Sheltering of Teacher Retirement Contribution .....	55
Article 41 - Payroll Deductions .....	56
Article 42 - Salary and Other Compensation .....	58
Salary Schedule Effective August 1, 2018.....	64
Salary Schedule Effective August 1, 2019 .....	65
Salary Schedule Effective August 1, 2020.....	66
Article 43 - Supplemental Contracts .....	67
Article 44 - Peer Assistance for Professional Development (PAPD) .....	69
Article 45 - Local Professional Development Committee (NRPDC) .....	71
Article 46 - Resident Educator.....	72
Article 47 - Interactive Distance Learning.....	74
Article 48 - Master Teacher.....	76
Article 49 - College Credit Plus .....	76

Appendices

Appendix A - Assault Leave Form .....	78
Appendix B - Grievance Report .....	79
Appendix C - Continuing Contract (Tenure) Application .....	81
Appendix D - Conversion of Personal Leave Days to Sick Leave Days .....	83
Appendix E – Evaluation manuals.....	84

SIGNATURE PAGE

The terms of this Agreement shall be effective August 1, 2013, and shall extend through July 31, 2016, following ratification by the North Royalton Education Association and ratification by the North Royalton Board of Education.

North Royalton Education Association

North Royalton Board of Education

Paula A. Ross  
Paula Ross, President

Susan Clark  
Dr. Susan Clark, President

Date 7/24/2018

Date 8-2-18

Cheri L. Rourke  
Cheri Rourke, President

Date 7/24/2018

Jeff Rhodes  
Jeff Rhodes  
Chief Negotiator

Greg Gurka  
Greg Gurka, Superintendent of  
Schools, North Royalton

Date 8-13-18

Date 7/24/2018

## ARTICLE 1

### RECOGNITION, RESPONSIBILITIES, RIGHTS

#### A. Recognition of the Association

1. The Board recognizes the North Royalton Education Association, affiliated with the Ohio Education Association and the National Education Association (hereinafter referred to as the Association), as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.
2. As used in this Agreement, the term "teacher" is defined as, and the bargaining unit covered by this Agreement is defined as: all full and part-time certificated/licensed personnel, including those on approved leaves of absence. A full-time teacher is one who is employed to perform a full day's work as defined in Article 25 of this Agreement for a minimum of one hundred twenty (120) days or more in the work year. A part-time teacher is one who works less than a full day as defined by this Agreement or less than the minimal standard of one hundred twenty (120) work days per work year. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Principals, Assistant Principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code and any other administrators employed pursuant to Section 3319.02 of the Ohio Revised Code and day-to-day substitutes.
3. A teacher hired as a long-term substitute shall become a member of the bargaining unit after sixty (60) days of employment in the same assignment. A teacher hired as a permanent substitute shall become a member of the bargaining unit after sixty (60) days of employment as a permanent substitute.

#### B. Recognition of Board

The Association recognizes the North Royalton Board of Education (hereinafter referred to as the Board) as the locally elected body legally charged with the establishment of policies for public education in the North Royalton School District and as the employer of all teaching personnel of the school system, and that the Board has the right to manage the schools.

#### C. Recognition of Superintendent

The Association and Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.

#### D. Membership in Professional Organizations

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

E. Rights of Individuals

The provisions in this document shall not prohibit any teacher from presenting views or grievances which affect his/her status in accordance with Board policies and established procedures.

F. Rights of Association

1. In addition to the bargaining agent's rights delineated in Chapter 4117 of the Ohio Revised Code, the Association shall have the following sole and exclusive rights, so long as such use does not interfere with school business, which shall have priority:
  - a. Use of the School District's mail/e-mail service
  - b. Use of the teachers' mailboxes
  - c. Use of telephone (any long distance charges to be reimbursed)
  - d. Use of school-owned office equipment and audio visual equipment
  - e. Use of at least one bulletin board or a designated area at each school building.
2. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, so long as members involved in such Association business are not assigned to duties.
3. The Association President and/or his/her designee shall be granted up to a total of two (2) hours per week released time, with pay, for necessary Association business. The two (2) hours per week shall be non-assigned time and the principal of the school in which representatives teach must be notified before leaving the building.
4. The Association President shall be provided with line item agendas of the Board meetings at least one (1) day before the meeting, and shall receive a copy of the Board minutes upon Board approval.
5. One Tuesday of each month shall be reserved for Association meetings. Prior to July 1st the NREA will provide the district with meetings dates for the year. The administration shall schedule no meetings that interfere with Association meetings on these days. If the Association is not planning on having a meeting on that day in any month, either the Superintendent or principal shall be notified at least five (5) days in advance of the scheduled meeting so that the administration can then schedule a meeting(s) on that day.
6. The Superintendent shall grant a maximum of six (6) days, with pay, per school year for members of the bargaining unit to attend the OEA Delegate Assembly or other Association business approved by the Superintendent. The Association President shall advise the Superintendent at least seven (7) days in advance of the names of those members who will use this leave. No more than six (6) members shall use this leave at any one time.
7. The Association President shall receive all documents of public record upon request and without charge.
8. The Association has the right to address the Board on any agenda item at Board meetings.
9. The Association shall be provided a storage area.

10. The Association shall be provided an office with a phone.

G. Contractual Responsibilities

The negotiated Agreement is a part of the contract and salary agreement of each teacher.

ARTICLE 2

DURATION, EFFECT AND FORM

A. Effective Date of Agreement

This Agreement shall take effect August 1, 2018 and will remain in effect through July 31, 2021.

B. Entire Agreement

This Agreement shall constitute the entire negotiated agreement between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually.

C. The parties agree to reopen the Agreement at the request of either the Board or the Association to bargain the effects of the “Elementary and Secondary Education Act,” which reauthorized the Elementary and Secondary Education Act, and related state law. The procedures set forth in Article 4, Negotiations Procedures, will govern these midterm negotiations.

D. Electronic Access

The Agreement will be posted on the District website.

ARTICLE 3

PROVISIONS CONTRARY TO LAW

Subject to the provisions of Section 4117.10(A), if any provision(s) of this Agreement between the Association and the Board is found to be contrary to law, then such provision(s) shall be deemed invalid to the extent such provision(s) is contrary to law and that provision(s) shall be altered to comply with the law if possible. All other provision(s) shall continue in full force and effect.

## ARTICLE 4

### NEGOTIATIONS PROCEDURES

#### A. Requests for Negotiations and Meetings

Either the Board or the Association may initiate negotiations by serving written notice to the Superintendent, on behalf of the Board, or the Association President, on behalf of the Association. The party initiating negotiations will notify the State Employment Relations Board (SERB) with a copy of the existing Agreement (unless the copy had been previously supplied), copying the other party with such communication. The first negotiations meeting will be held within thirty (30) days of the date on which the notice to negotiate was filed by either party. Unless the parties otherwise agree, negotiating sessions shall not extend beyond 8 p.m.

1. Both sides agree to meet, to confer and discuss matters of mutual concern, to listen to the views of the other, and provide necessary information and supportive data relevant to their proposals. If a proposal is unacceptable to one of the parties, that party should give reasons and, if feasible, offer counterproposals.
2. Interim reports of progress shall be made to the members of the Association by its representatives and to the Board by its representatives.
3. While discussions are in progress (any time prior to reaching impasse), any release prepared for news media will be approved by both negotiating teams. If discussions are temporarily interrupted before an understanding is obtained, it is advisable by mutual agreement to keep the considerations confidential until the discussions are completed.
4. During the meeting, either negotiating team may recess for independent caucus or conference as necessary.
5. Minutes of negotiations meetings will not be recorded (audio or video) by either or both parties involved.
6. Meetings shall start promptly, but no later than fifteen (15) minutes after the predetermined starting time.
7. At the first negotiations meeting between the Association and the Board, a preliminary schedule of dates for negotiations, ground rules and bargaining style will be discussed.
8. Every effort will be made to conclude negotiations within forty-five (45) days prior to the expiration date of this Agreement. If negotiations have not been concluded by that time, either party may declare impasse.

#### B. Representation

Representative members of the Board or their designated representatives shall meet with designated representatives of the Association to negotiate in good faith. No final agreement shall be executed without ratification by the Association and the Board. It is assumed that both parties have been given



the privilege of making proposals, considering proposals, and offering counterproposals in the course of negotiations.

C. Responsibilities During Negotiations

1. Negotiations must be recognized by both parties as a shared process.
2. No member of either negotiating team shall in any way be penalized or censured because of his/her participation in negotiations.
3. At the close of each meeting, items of negotiations that have been tentatively agreed upon shall be reduced to writing and initialed by each party with such initialing signifying only that tentative agreement has been reached on these items.
4. Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

D. Agreement

When an Agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the members of the Association and Board for formal approval. Upon approval, the Agreement shall be signed by the parties and shall become part of the official minutes of the Board and a part of the contract of the individual teachers.

E. Impasse of Negotiations

The Board and the Association negotiating teams pledge themselves to meet, confer and discuss matters of concern. If impasse is declared by either party, as provided for in Section A8 of this Article, it is with the understanding that impasse proceedings are declared on all issues where tentative agreement has not been reached and the following procedures will be implemented:

1. Intermediary Panel
  - a. An Intermediary Panel, comprised of two (2) members from each negotiating team will be formed. Each party will have the privilege of designating which two (2) members of its negotiating team will serve as members of the Panel. The Panel will be limited to discussion of such matters upon which agreement cannot be reached through the negotiating process. All four (4) members of the Panel must be in agreement before any issue is presented for consideration.
  - b. Within fifteen (15) days after impasse is declared, or by a mutually agreed upon date, the Panel shall report the mutually agreed upon proposals to the Executive Board of the Association and the Board for their consideration.
2. Final Impasse Procedure
  - a. If, following the implementation of the provision of paragraph E 1 above, no tentative agreement has been reached, either party may request the appointment of a mediator through the Federal Mediation and Conciliation Service (FMCS). Any cost shall be paid equally by the parties.

- b. The mediator assigned through FMCS shall have the authority to recommend but not to bind either party to any agreements.
- c. Mediation concludes on the date the Agreement expires, unless otherwise agreed by the parties.
- d. The procedure set forth in this Article represents a mutually agreed dispute settlement procedure which supersedes the procedures contained in Section 4117.14, Ohio Revised Code, except that the Association retains the right to strike by following the procedures required in Chapter 4117, Ohio Revised Code.

F. Alternative Procedure

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss whether an alternate negotiations procedure (e.g., Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established and Article 4.A.7. shall be waived.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Introduction

- 1. With the realization that problems between Association members and the Board and administration of the North Royalton City Schools do arise in the operation of an educational system, and with a main objective being to maintain a good working relationship between these parties, this grievance procedure is written and designed to afford a fair and rapid resolution to said disputes.
- 2. To guarantee a fair and rapid resolution, it is necessary that both the Association and the Board and administration cooperate fully in all phases of the procedures. Also, any final decisions reached regarding disputes arising out of this Agreement and consistent with this procedure must be binding on both parties to be effective. No reprisals of any kind will be taken by the Board or by any member of the administration against any party of interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

B. Definitions

- 1. A "grievance" is a claim by the Association or by a member(s) of the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or a violation of his/her right to fair treatment.
- 2. The term "days" when used in this Article shall mean teacher working days unless otherwise indicated. Thus, weekend, and vacation days are excluded. In order to be processed, any

grievance alleged to have occurred within the current school year must be filed no later than the fifth (5<sup>th</sup>) weekday after the last teacher report day.

3. A "party of interest" is the person or persons making a claim, including their designated representative as provided for herein, and any person or persons whom action might be taken against in order to resolve the grievance.

#### C. Procedure

In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance, within ten (10) days, with his/her building principal or immediate supervisor, either personally or accompanied by the Association's building representative or an alternate appointed by the Association President. These ten (10) days begin from the date a grievant knew of the basis for the grievance. By mutual agreement of the Association and the Superintendent, a grievance filed by the Association or a grievance where the building principal does not have sole authority to make any adjustment may be initiated at Level 2.

#### LEVEL 1

If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may, as soon as possible, and not later than five (5) days, invoke the formal grievance procedure on a form signed by the grievant (Appendix B) and the designated building representative of the Association, which form shall be provided by the Board and shall be available from the Association representative in each building. The grievance form shall set forth the date of the alleged grievance and the informal grievance meeting, the precise action or inaction that is claimed to be a violation, misinterpretation or misapplication of the Agreement or the violation of fair treatment, a reference to the specific provisions(s) of the Agreement involved (where applicable), and the relief sought by the grievant. If the grievance involves more than one school building or involves a central office administrator, it may be filed directly with the Superintendent or his/her representative. A grievance not formally filed within fifteen (15) days from the date when the grievant(s) knew of the existence of the basis for the grievance shall be deemed waived and not arbitrable.

The principal shall indicate his/her disposition of the grievance in writing within five (5) days and shall furnish a copy thereof to the Association.

#### LEVEL 2

If the grievant and/or the building representative is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) days of such meeting, the grievance shall be transmitted to the Association's Professional Rights and Responsibilities Chair for review. Within five (5) days of receipt of the grievance, the PR&R Chair shall decide whether or not to continue to process the grievance. If the PR&R Chair decides that no grievance exists, and so notifies the grievant, the teacher may continue to process his/her claim without Association support. If the PR&R Chair decides there is a grievance, it shall immediately process the claim with the Superintendent or his/her representative. A meeting with the Superintendent or his/her representative, the aggrieved party, and the Association's PR&R Chair may be requested by either party within the time limit established in the step. Within fifteen (15) days, the Superintendent shall indicate the disposition of the grievance in writing and shall furnish copies thereof to all parties involved.

### LEVEL 3

If the PR&R Chair is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been rendered within the fifteen (15) days specified immediately above, the grievance shall be immediately transmitted to the American Arbitration Association, along with a cover letter requesting a list of ten (10) National Academy arbitrators. Within five (5) days of receipt of this list, an arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list and if a second list is requested, the parties shall, within five (5) days of the receipt of the second list, select an arbitrator by the alternate strike method. The arbitrator so selected shall render his/her decision within thirty (30) days of completion of the hearing, unless otherwise agreed by the parties. Upon mutual agreement of the parties, the grievance may be decided by the arbitrator under the "expedited arbitration" rules of the American Arbitration Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of an issue presented that is proper with the limitations expressed herein.

The decision of the arbitrator shall be binding on both parties. Cost for the services rendered by the impartial arbitrator shall be paid equally by the parties.

#### D. Time Limitation

The time limits in this procedure shall be strictly observed but may be extended by agreement of the parties involved (PR&R Chair and Superintendent). In the event a grievance is filed after May 15<sup>th</sup> of any year, and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school year.

#### E. Personal Complaints

If an individual teacher has a personal complaint, which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement or of the rules and regulations as set forth by the Board. In the administration of the grievance procedure, the interests of the teacher shall be the sole responsibility of the Association.

## ARTICLE 6

### DEFENSE AND INDEMNITY

#### (LIABILITY COVERAGE)

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

responsibilities. Amounts expended by the Board in the defense of its employees shall be from funds appropriated for this purpose or from proceeds of an insurance policy. The duty to provide for the defense of a teacher as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board.

- B. The Board shall indemnify and hold harmless any teacher in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the teacher in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function, if at the time of the act or omission the teacher was acting in good faith and within the scope of his/her employment or official responsibilities. The duty to indemnify and hold harmless a teacher as provided in this section does not apply in a civil action or proceeding that is commenced by or on behalf of the Board.
- C. Any teacher whose act or omission may be the subject of a claim shall have the right, if he/she so requests, to have twenty-four (24) hours to secure advice before he/she is required to file a written accident report involving such incident.
- D. Any teacher whose act or omission may be the subject of a claim against the Board shall have the right, if he/she so requests, to be represented in any meeting or proceeding which such teacher attends at the request of the administration, the Board attorneys or the insurance company.
- E. Should there be any claim of liability or damages against any teacher, said teacher shall have the right to employ co-counsel, at the teacher's expense, in any and all actions to defend his/her interests.
- F. There shall be no materials relating to such incident placed in the personnel file of a teacher whose act or omission may be or is the subject of a claim, except for accident reports developed by the administration.
- G. Without the express written concurrence by the teacher whose act or omission may be or is the subject of a claim, there shall be no media release and/or other publicity relating to such incident by the Board. Without the express written concurrence by the Board, there shall be no media release and/or other publicity relating to such incident by the Association and any teacher.
- H. The Board will provide adequate release time for a teacher who is required to prepare for or attend any discovery proceedings or court proceedings involving any claim against a teacher, or in which a teacher is a material witness to the incident. Said release time will not result in the teacher's loss of wages or deduction from any Board-approved leave.
- I. Both the Board and the Association will mutually share information relating to a potential or actual claim involving a teacher whose act or omission may be the subject of such claim.
- J. The Board will meet its obligation to defend and indemnify in a fiscally responsible manner by whatever means it determines to be in the best interest of the School District, giving consideration how to best protect the general funds of the District at the lowest cost to the District. The Board intends to meet this obligation in the foreseeable future by purchasing liability insurance in the amount of at least \$1,000,000 per occurrence, \$3,000,000 aggregate and excess coverage above the basic policy of \$1,000,000 until such point in time as other alternatives become feasible.

- K. Teachers shall cooperate fully to assist in the defense of claims asserted against the Board wherein the act or omission of a teacher is alleged to have resulted in the injury or loss which is the subject of such claim.
- L. The Board may enter into a consent judgment or settlement and may secure releases from liability for itself or a teacher, with respect to any claim for injury, death, or loss to persons or property caused by an act or omission in connection with a governmental or proprietary function. The teacher will be contacted regarding a proposed settlement or consent judgment releasing the teacher's liability if the insurance company notifies the Board in advance of the settlement, but failure to so consult shall not nullify any settlement or consent judgment.
- M. No grievance, action, or appeal of any kind shall be brought by any teacher or the Association with respect to the decision of the Board, or on or behalf of the Board, whether to enter into a consent judgment or settlement or to secure releases, or concerning the amount and circumstances of a consent judgment or settlement, including whether the teacher was contacted or consulted regarding the consent judgment or settlement. Amounts expended for any settlement shall be from funds appropriated for this purpose or from proceeds of insurance.

## ARTICLE 7

### PERSONNEL FILES

In addition to other rights granted to teachers under Ohio law with respect to their personnel files:

- A. A teacher shall be permitted to examine his/her file within 2 weekdays notice to the administration during normal business hours, excluding vacations and holidays.
- B. Prior to or at the time a document is placed in a teacher's personnel file, the teacher shall be given a copy of said documents. (This provision shall apply only to documents related to a teacher's performance and shall not apply to documents such as insurance forms, sick leave forms and other forms of similar nature.)
- C. There shall be one personnel file for each teacher.
- D. The contents of each teacher's personnel file shall be limited to items relating to work performance, discipline and routine financial and personnel data.
- E. All file entries are to be signed and dated by the teacher's supervisor.
- F. No anonymous documents shall be placed in a teacher's personnel file.
- G. A teacher may have a copy of any item in his/her personnel file at no cost.
- H. If any person other than an administrator or any governmental agency requests to see the personnel file of any teacher, the teacher shall be notified prior to the person making the request receiving the file.

- I. A teacher may challenge the accuracy, relevance, timeliness or completeness of personal information that pertains to him or her under the provisions of Chapter 1347, Ohio Revised Code. Teachers may include written rebuttals to any document placed in their file within thirty (30) calendar days.

## ARTICLE 8

### EVALUATION PROCEDURE

- A. The evaluation procedure for OTES/OSCES teachers shall be in accordance with the Board's standards-based evaluation policies and the North Royalton City Schools Evaluation Manual. Non-OTES/OSCES bargaining unit members will be as set forth in the North Royalton Teachers Evaluation Manual. Any changes in the standards-based evaluation policy and/or the North Royalton City Schools Evaluation Manual shall be by mutual agreement of the parties. See Appendix E. The evaluation procedure set forth in the North Royalton Teachers Evaluation Handbook for non-OTES/OSCES shall supersede the procedures contained in Section 3319.111, Ohio Revised Code.
  1. In the case of a short-term absence of a teacher being evaluated [ten (10) working days or fewer] the evaluation process timelines may be extended by the number of days equal to the days of absence. In the case of either an evaluatee's or evaluator's long-term absence, the evaluator's replacement shall continue the evaluation process and timelines may be extended by mutual agreement of the evaluator and evaluatee. If no mutual agreement is reached, the Association President and the Superintendent or his/her designee shall mutually establish new evaluation timelines. Without his/her consent, no teacher shall be observed/evaluated on the day he/she returns from an absence of three (3) days or more. For teachers on a long term absence (i.e. parental leave, etc.) for more than fifty-percent (50%) of any school year, the OTES/SGM/OSCES reported to the state will not be used in calculations to determine effectiveness ratings for purposes of a reduction in force. Instead, the teacher will be given the option of utilizing either:
    - a. Current data, if available; or
    - b. An average of the last 3 years of student growth data for that teacher.
- B. The Evaluation Committee will meet at least annually during the school year for the purpose of making recommendations to the Board for revisions to the standards-based teacher evaluation policy and to recommend changes to the procedures for non-OTES/OSCES employees to the Board and NREA.
- C. The Committee will consist of the Association President, Superintendent or his/her designee, and a teacher and an administrator from each school building.

## ARTICLE 9

### REDUCTION IN FORCE

- A. The Board may make a reasonable reduction in the certificated/licensed staff for the reasons set forth in Ohio Revised Code Section 3319.17.

B. When the Board determines that it is necessary to reduce teachers for one or more of the above reasons, the following procedures shall apply:

1. Attrition

To the extent possible, the number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who retire or resign or whose limited contracts are not renewed for performance reasons.

2. Reduction Other than by Attrition/Effect of Seniority:

a. To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for performance reasons, reductions will be achieved by suspension of contracts. Suspension of contract means that a teacher will be placed in an inactive state of employment from an active state of employment. A teacher whose contract will be suspended shall, if reasonably possible, be notified of such suspension by April 30, but in no event less than thirty (30) days prior to the suspension.

b. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term “comparable” as applied to teacher evaluations, shall occur pursuant to the Board adopted, standards-based teacher and/or school counselor evaluation policies defining that term. For the 2018-2019 contract year, “comparability” will be determined by the Board by utilizing two categories: teachers with a summative rating of “ineffective” and/or teachers with all other ratings (i.e. developing, skilled, and accomplished grouped together). For teachers with two (2) or more years of service with the District, “ineffective” in this context means that the teacher has an ineffective rating in the year of the reduction and at least one prior ineffective rating. Teachers holding limited contracts in an area of licensure/certification shall be reduced prior to reducing teachers holding continuing contracts in an area of licensure/certification. Thereafter, unless the parties agree otherwise, reductions in force and contract suspensions pursuant thereto shall be in accordance with law.

c. For bargaining unit members not subject to the Board’s standards-based evaluation policy (non-OTES/OSCES teachers), comparability of evaluations will be determined by totaling the values of each specific level of performance area and dividing that number by the total number of areas. The subsequent number will be used to determine comparability. In all cases, decisions will not be arbitrary or capricious.

d. In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), the following procedures will apply:

1. Whenever suspension of a teacher's contract is necessary, seniority and areas of certification shall be the exclusive criteria in determining such



suspensions. The contract of teachers with limited contracts shall be suspended before the contracts of teachers with continuing contracts.

2. Each teacher shall be placed on the seniority lists in each of the teaching fields in which the teacher is certificated/licensed, except that Individual/Small Group Instructors (formerly tutors) shall be placed only on a separate seniority list for Small Group Instructors. If an Individual/Small Group Instructor moves into another bargaining unit position, his/her seniority shall be transferred with him/her. For purposes of advancement on the seniority list, a teacher or Individual/Small Group Instructor shall be granted a year of experience only if employed for a minimum of one hundred twenty (120) days in each school year, with each day consisting of at least three and one-half (3-1/2) hours.
3. Seniority shall be determined by the length of continuous service in the North Royalton City Schools. Among those with the same length of continuous service, seniority shall be determined by:
  - (a) The date of the Board meeting in which the teacher was hired; and then by
  - (b) The date the teacher signed a limited contract upon initial employment with the North Royalton Board; and then by
  - (c) The date on which the teacher submitted the first completed job application within the two (2) year period preceding the effective date of the teacher's first teaching contract with the North Royalton Board of Education, if the date is available.
- e. Length of continuous service shall not be interrupted by authorized leaves of absence; however, when a teacher leaves, resigns, and then returns to the system, that teacher loses his/her seniority. A teacher taking a leave of absence returns with the same seniority with which he/she left.
- f. Seniority Lists: At least sixty (60) days before the effective date of the proposed reduction in teachers, the Association President shall receive in writing a list of all teachers, by seniority, in each category of certification/licensure.
- g. Recall Lists: At least fifteen (15) days before the Board meeting at which the action is to be taken and after each teacher affected is informed by the Board, the list of teachers whose contracts are recommended for suspension will be provided to the Association President. This list shall constitute the Recall List.

#### C. Recall

1. A teacher whose name appears on the Recall List shall be returned to active employment when a vacancy becomes available for which he/she is certificated/licensed or becomes certificated/licensed while on the Recall List.

2. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between members with comparable evaluations. When selecting among members with comparable evaluations, bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are licensed/certificated. Teachers with continuing contracts shall be returned to active service before teachers with limited contracts.
3. No new teachers will be employed by the Board while there are teachers on the Recall List who are certificated/licensed for any vacancy in a teaching position.
4. If a teaching vacancy occurs, that vacancy shall be filled by recalling certificated/licensed teacher for the vacant position as set forth above. If no teachers on the teacher Recall List are certificated/licensed for the position, the vacancy shall then be filled, at the Superintendent's discretion, either by transferring a currently employed Individual/Small Group Instructor to fill the vacancy, or by recalling an Individual/Small Group Instructor on the Individual/Small Group Instructor Recall List who is certificated/licensed for the vacant position.
5. If a Small Group Instructor vacancy occurs and there are no Small Group Instructors on the Small Group Instructor Recall List but there are teachers on the teacher Recall List who are certificated/licensed for the position, a teacher Recall List shall be recalled to the Small Group Instructor vacancy in accordance with the above. A teacher who is recalled to a Small Group Instructor vacancy under this provision shall nevertheless remain on the teacher Recall List to be available for recall to a subsequent teacher vacancy which may occur.
6. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by certified letter addressed to the teacher's address on file in the Personnel Office. It shall be the responsibility of each teacher to notify the Board of any change in address.
7. If a teacher fails to accept full-time active employment status by certified mail or in person within fifteen (15) days, excluding Saturdays, Sundays and holidays, from the date said notification was received, said teacher shall be considered to have declined said offer and shall be removed from the Recall List.
8. A teacher on the Recall List shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of suspension. A teacher on the Recall List who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
9. A teacher's name shall remain on the Recall List for two (2) years following the date he/she is first placed on the List, unless removed earlier for reasons set forth in this Article.

10. A teacher on the recall list may refuse a substitute position or a position of fewer hours than he/she previously held and still remain on the Recall List.

D. Teacher Re-location

The administration will assist all teachers affected by RIF procedures in obtaining teaching positions in other school districts by actively seeking vacancies, forwarding credentials, writing letters of recommendation, and any other assistance possible.

E. Provisions Relating to Teachers Employed Specifically for Non-Public Assignments

The employment of those teachers employed specifically for assignment to non-public schools, who are paid from "pass through" funds received by the Board for that purpose from the State Department of Education, shall be subject to the needs and preferences of the administration of the non-public school to which they are assigned. In the event the Board is advised in writing by the administration of the non-public school that the services of a teacher assigned to that non-public school are no longer needed, the contract of such teacher shall be suspended and he/she shall be placed on a Recall List. Teachers whose contracts are suspended under the provisions of this section shall have all rights under this Article, except that recall shall be only to a position for assignment to a non-public school.

## ARTICLE 10

### TERMINATION AND NON-RENEWAL

The termination of an existing contract shall be in accordance with applicable statutes and shall not be subject to the grievance procedure of this Agreement. The non-renewal of a teacher's limited contract shall be in accordance with applicable statutes, except to the extent evaluation requirements are modified by Article 8, and shall not otherwise be subject to the grievance procedure of this Agreement.

The Board shall not non-renew any member of the bargaining unit for arbitrary or capricious reasons.

## ARTICLE 11

### VACANCIES, TRANSFERS, AND JOB SHARING

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.
  1. Requests by a teacher for transfer to a different class, building or position shall be made in writing, on a form furnished by the Board, to be distributed on or about March 15<sup>th</sup> of each year. The application shall set forth the school and grade or position sought. Such requests will remain valid for one (1) year or until withdrawn by the teacher within that year.
  2. An involuntary transfer will conform to the procedures of Article 21, Section C.

- B. A vacancy shall be defined for purposes of this Agreement as a position previously held by a teacher or when a new position is created.
- C. When the Board determines to fill a vacancy, including administrative vacancies, the vacancy shall be posted in each building and the identical posting shall be placed on the District website for five (5) days. Notice of vacancies shall be sent to each teacher with the Superintendent's August "Welcome Back" letter.
- D. Whenever a vacancy arises or is anticipated, the Superintendent or his/her designee shall promptly notify teachers who have expressed an interest in said position or a similar position. If school is not in session, teachers so notified shall have the responsibility of contacting the Superintendent or his/her designee indicating their interest in said position within five (5) calendar days of receiving such notification.
- E. Any teacher who notifies the Superintendent or his/her designee that he/she is interested in a position shall be considered for that position.
- F. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant.
- G. When a new building is opened, teachers presently teaching the grade levels that will be housed in the new building shall be given first consideration to be transferred to that new building (1) before other transfer requests are considered and (2) before teachers outside the system are employed in that building.
- H. The Superintendent or designee will meet and confer with affected teachers and the Association President with regard to any pilot and/or experimental programs which may result in reassignment of teachers. At such meeting(s), the Superintendent or designee will explain the teaching position ramifications when the pilot and/or experimental program is completed.
- I. When there is a bargaining unit vacancy, any teacher who is properly certificated/licensed for the vacancy and applies for it either via posting or intent form shall receive a notice of consideration.
- J. Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent, to share one full-time position.
  - 1. Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.
  - 2. Partnerships must be formed by June 1<sup>st</sup>.
  - 3. Each teacher shall acquire one (1) year seniority for each year of job sharing worked.
  - 4. A job sharing partnership shall last one (1) school year.
  - 5. Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall be given a full-time position for which he/she is certificated/licensed within the School District.

6. Due to the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, job sharing approved by the Superintendent may assign varying percentages to each teacher for purposes of determining salary and benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.
7. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
8. A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents within the first three (3) weeks after the start of school. The same holds true for new subjects.
9. Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and building principal will meet to discuss room assignment, scheduling, supplies, etc. as soon as said items are determined.
10. Both teachers will be present for Open House and evening conferences. Teachers will work their regular day on in-service and conference days.

## ARTICLE 12

### COMMUNICATIONS

#### A. Labor Management Committee

The Superintendent and representatives of each school's staff shall meet at a minimum of once per quarter during the school year to discuss matters of common interest. Labor Management Committee meetings are not to be construed as negotiations.

1. The Association President and the Superintendent will schedule the meetings at mutually convenient times during the first week in September and for each month of the school year, and the dates and names of the committee members will be posted in each building.
2. The committee, at an appropriate meeting, will include discussion of the ensuing year's calendar. This item will be discussed prior to the formulation of the calendar.

#### B. Principal's Communication Committee

1. A principal's communications committee will be formed in each building, and will meet regularly each month during the school year. Additional meetings may be scheduled upon request to the principal.

2. The principal shall be a member of the committee.
3. Each committee will consist of not fewer than two (2) elected members of the building teaching staff.
4. Dates and times of regular monthly meetings will be distributed to all teaching staff twenty-four (24) hours in advance, therefore, affording all staff the opportunity to place items on the agenda.
5. The committee is advisory only. Building concerns, rules, procedures and other similar matters or proposed changes thereof shall be proper subjects for committee consideration.
6. Student discipline shall be a proper subject to this committee and the committee shall address but not be limited to the following:
  - a. The Student Code of Conduct.
  - b. Suspension and Expulsion definitions.
  - c. Emergency removals as delineated in Ohio Revised Code.
  - d. Attendance procedures within respective levels.
  - e. Uniformity of enforcement within the respective levels.
7. Administrator's minutes will be emailed out to the staff and central office administrators after review of the minutes by a designated committee member(s) after each meeting. The minutes shall include agenda items and administrative responses.

### ARTICLE 13

#### EXTRA-CURRICULAR ACTIVITIES

Participation in school-community activities on the part of teachers will indicate to the community that teachers have a sincere interest in the entire school program and student body. Therefore, for better school-community relations, teachers are urged to attend as many school-community activities as possible in the time that they can utilize.

### ARTICLE 14

#### FACULTY MEETINGS AND PROFESSIONAL STAFF DEVELOPMENT

##### A. Faculty Meetings

Faculty meetings may be scheduled by the administration as needed, within reasonable limits. No more than fifteen (15) meetings in each building will be scheduled per year, and meetings will be limited to a maximum of one and one-half (1-1/2) hours in length. Voluntary committee and/or subcommittee meetings are not included in this limitation.

B. Professional Staff Development

1. The Board will attempt to contract for specific college courses, on site; Board will pay cost for individuals if no salary schedule credit is available; individuals to pay for their costs if salary schedule credit is available.
2. Recognizing that education is a highly skilled profession and further recognizing that advances do occur in educational technology and teaching methods, it is expected that the teachers continue to advance and improve their professional backgrounds and skills by participating in professional growth experiences. Examples of these experiences could include college credit, workshops, seminars, etc. The details will be determined by the North Royalton Professional Development Committee.

ARTICLE 15

PROFESSIONAL ORGANIZATIONS

The Association will encourage its members to actively participate in the professional subject discipline areas of their major teaching assignments, particularly as they pertain to curriculum improvement.

ARTICLE 16

DEPARTMENT CHAIRPERSONS

Whenever possible, high school department chairpersons should be selected from teachers presently active within the department. A teacher with a full-time teaching assignment in the department will serve as department chairperson. In the event that there are two (2) or more interested teachers with full-time assignments in a department, one (1) will be selected by the building principal. High school departments with fewer than three (3) teachers will be represented by one (1) designated teacher in all department chairperson meetings. Department chairpersons will be relieved of certain duties at the high school as set forth in Article 25, Paragraph C.5.

ARTICLE 17

STUDENT DISCIPLINE

Provisions for student discipline as determined by Board policy shall be included in the Handbooks (Rules and Regulations) for each building.

## ARTICLE 18

### LEAVE POLICIES

#### A. General

1. A teacher who has been granted a leave of absence will be restored to service at the end of that leave.
2. All teachers on an unpaid leave of absence shall have the option to continue medical and prescription drug benefits under the COBRA provision at the teacher's expense.
3. As used in this Article, "same position" does not necessarily mean the same room, class schedule or grade level.
4. A teacher on leave of absence does not lose his/her seniority, but returns with the same seniority with which he/she left and shall be placed on the appropriate step of the salary schedule.

#### B. Personal Leave

1. Three (3) days of non-cumulative personal leave per school year will be granted to each teacher upon filing proper documentation for the following reasons: legal, graduation, marriage, religious observance requiring abstinence from work, change of domicile, funeral or illness not covered in sick leave, travel related to personal leave request, or personal business which could not be performed at any other time. This does not preclude the Board or its designee from granting additional benefits (including the use of personal leave in an otherwise restricted circumstance and/or allowance of an unpaid "dock" day) when, in its judgment, the request is made for emergency or for extenuating reasons.
2. In the absence of an emergency or extenuating reason as set forth above, personal leave will not be allowed in the following instances:
  - a. the first day of school
  - b. the last day of school
  - c. in-service/professional development days as listed on school calendar
  - d. open house

Note: Personal wedding or honeymoon days would not meet these criteria; religious holidays of the individual's faith, requiring total abstinence from work, military ceremonies in immediate family and moving a son or daughter into college are extenuating circumstances that would meet these criteria.

3. A maximum of five percent (5%) of the teaching staff may use personal leave on the same day, except from the beginning of May through the end of the school year and on the work day immediately prior to or following holidays included in the school calendar, vacation periods, or other days of teacher non-attendance, including weekends contiguous to any of the above, wherein the maximum will be reduced to four percent (4%) of the teaching staff.



Additional teachers may use personal leave with the prior approval of the Superintendent or his/her designee.

4. Except in case of emergency, bargaining unit members shall give a minimum of forty-eight (48) hours advance notice of their intent to use personal leave.
5. Prior approval for additional personal leave from the principal and the Superintendent or his/her designee is mandatory.
6. Personal leave may be used in half day increments only with specific stated reasons (i.e., not merely "personal business").
7. The three (3) days of non-cumulative personal leave shall be prorated for teachers hired or returning from approved unpaid leaves on a date occurring after the beginning of any school year as follows: teachers hired or returning before the end of the first nine week grading period will be granted three (3) personal days. Teachers hired or returning after the end of the first nine week grading period but before the end of the second will be granted two (2) personal days; teachers hired or returning after the end of the second nine week grading period but before the end of the third will be granted one (1) personal day; and teachers hired or returning at any time after the end of the third nine week grading period will not be eligible for personal leave.
8. Teachers may convert any unused personal leave to sick leave; however, such conversion will disqualify the teacher for any benefits otherwise available under Article 42, Paragraph N (Merit Incentive For Attendance Payments). It shall be the teacher's responsibility to file by June 15<sup>th</sup> a written request to convert unused personal leave to sick leave (Appendix D).

#### C. Sabbatical Leave

1. Subject to the provisions of Section 3319.131, Ohio Revised Code, sabbatical leave for study and research at or in conjunction with an accredited university or recognized institution such as a governmental agency may be granted by the Board to teachers who have completed at least five (5) years of service in North Royalton.
2. The Board shall grant leave to no more than two percent (2%) of the teachers at any one time.
3. Sabbatical leave may not be granted to a teacher more often than once every five (5) years of service, nor may such leave be granted a second time to the same teacher when other teachers have filed a request for such leave.
4. A teacher who is granted a sabbatical leave will be required to return to the staff of the North Royalton City Schools for at least one (1) year. Failure to return for at least one (1) year will result in an immediate forfeiture of any funds paid to a teacher for sabbatical leave as provided herein unless the teacher dies or qualifies for disability retirement. This restriction shall not apply to teachers with twenty-five (25) years or more of teaching in Ohio schools.
5. A sabbatical leave may be granted for one semester, one full year, or for the last semester of one year and the first semester of the following year. Each teacher on leave shall receive a salary equal to the difference between his/her expected salary and that of his/her substitute,

assuming such expected salary is greater than that paid to the substitute. Teaching credit shall be given the same as if the teacher on sabbatical was teaching in the system. The teacher on sabbatical may continue at his/her cost, all fringe benefits at the group rate.

6. Upon return from sabbatical leave, the teacher shall be entitled to reinstatement to the same position held prior to the leave, or if that position is no longer in existence, to a substantially equivalent position. If the sabbatical leave is for the last semester of one year and the first semester of the following year, the teacher shall be entitled to reinstatement to the same or substantially equivalent position.
7. Application for sabbatical leave shall be made in writing to the Superintendent not later than March 15<sup>th</sup> or October 15<sup>th</sup>, preceding the school term within which the leave is desired. The application shall include a plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the school system.

#### D. Parental Leave

Any teacher, upon the occasion of a parental leave event [i.e., adopting a child under the age of six (6), or becoming a parent by childbirth, or becoming a custodial guardian of a child under the age of six (6)], shall be, upon request and on the conditions set forth below, granted a parental leave of absence without pay or benefits.

##### 1. Leave Rights

Parental leave, beginning on or before May 1<sup>st</sup>, shall be for the remainder of that school year, or for the remainder of that semester, or for the remainder of that marking period and may be extended upon timely application made by the teacher to the Personnel office for an additional adjacent semester or school year as set forth below. For parental leave events occurring after May 1<sup>st</sup> in any school year, such teachers are eligible for parental leave for the subsequent school year and the following adjacent school year, provided that proper notifications are given in accordance with this section.

##### 2. Initial Application for Leave

- a. Requests for initial parental leave shall be filed with the Personnel office at least thirty (30) calendar days prior to the beginning of requested leave unless (in the case of adoption or unusual conditions) it is impossible to do so. If the thirty (30) day notice cannot be given, it is the teacher's responsibility to notify the Personnel office as soon as possible. The initial application for parental leave shall be in writing, and shall contain a statement of the expected date of birth or, in the case of adoption or the date of obtaining custody, the date on which the leave is to commence and the date the teacher anticipates return to service. Parental leave must begin no later than six (6) weeks after the birth (or at the beginning of the school year if the parental leave event occurs during the summer but at least six (6) weeks before the beginning of the school year), obtaining custody in an adoption, or becoming a custodial guardian, or at the expiration of any authorized sick leave relating to such parental leave event. Leave for each parental leave event including extensions is continuous and once granted, may not be interrupted by a return to paid status.

- b. Such return date shall be the beginning of a marking period unless the teacher makes a mutual agreement with the Superintendent to return at a different time. If a teacher would like to return other than at the beginning of the next succeeding school year, semester, or marking period, upon the teacher's request the Superintendent or his/her designee shall meet with the teacher to discuss the possible return date.

3. Extension of Leave

- a. To be timely, an application for an extension of parental leave into the adjacent school year must be made by May 1<sup>st</sup> for any teacher who is on such leave on or before that date. For teachers with parental leave events occurring after May 1<sup>st</sup> who take initial parental leave the adjacent school year, the May 1<sup>st</sup> deadline refers to May 1<sup>st</sup> of that initial year of parental leave for extensions of that leave into the following year. In any other circumstance, a request for an extension of leave must be made as soon as possible, but in no case later than thirty (30) days prior to the beginning of the adjacent semester or school year for which the extension is sought.
- b. A parental leave multiple event, such as the birth of twins, the adoption or obtaining custody of two or more children under the age of six (6), will be deemed as a single parental leave event for purposes of this section.
- c. Teachers on parental leave who experience an additional parental leave event while on such leave may extend parental leave for the additional adjacent school year. Application for this extension should be made as soon as possible, but no later than forty-five (45) days before this extension is to begin.

4. Reinstatement Rights

Upon return from an approved parental leave at the time set forth in the application, a teacher shall be returned to his/her exact position if the return is during the same school year that the leave was taken unless the return is at the beginning of the fourth marking period. If the return is at the beginning of the fourth marking period, return to the teacher's exact position is not guaranteed, although return to a position is guaranteed. If the return is not during the same school year, the teacher shall be returned to the same or a substantially equivalent position for which the teacher holds a valid, unexpired certificate/license.

5. Paid Adoption Leave

In addition to the above, bargaining unit members adopting a child will be permitted to access accumulated sick leave for a period of up to ten (10) days upon gaining custody of an adopted child.

E. Sick Leave

1. Teachers may accumulate an unlimited number of days of sick leave at the rate of one and one-quarter (1-1/4) per month. Sick leave may be used for absence due to personal illness or injury, illness or disability related to pregnancy, 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. Sick leave may also be used to attend the funeral of a friend or a relative

other than immediate family. There will be no limitation on the use of sick leave for illness or death in the immediate family.

2. Teachers new to the District or those who have exhausted his/her sick leave shall be advanced up to five (5) days of sick leave, to be charged against sick leave subsequently earned. In the event a teacher who has been advanced sick leave under this section leaves paid employment status with the Board prior to having earned the sick leave previously advanced, such teacher shall reimburse the Board for the unearned sick leave advanced under this section, to be repaid through deduction from the final paycheck. If the final paycheck is insufficient, the teacher shall reimburse the Board. The advanced sick leave shall be charged against future accumulated sick leave at the rate of one and one-quarter (1-1/4) days per month.

F. Teacher Assault Protection

1. Pursuant to and in accordance with Section 3319.143, Ohio Revised Code, assault leave shall be granted to a teacher who is absent from his/her assigned duties because of injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141, Ohio Revised Code, or leave granted under rules adopted by the North Royalton Board of Education pursuant to Section 3319.08, Ohio Revised Code. Said teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence.
2. A teacher shall be granted assault leave according to the following rules:
  - a. The incident, resulting in the absence of the teacher, must have occurred on Board premises during the course of employment with the North Royalton Board of Education or while in attendance at an official school function, paid or unpaid, and during the contractual year.
  - b. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.
  - c. If the teacher received medical attention and/or is absent from his/her assigned duties more than five (5) days, a certificate from a licensed physician stating the nature of the disability and its duration may be required before assault leave payment is made.
  - d. A teacher shall not qualify for payment of used assault leave until the Assault Leave Form (see Appendix A) has been submitted.
  - e. Said teacher shall not be permitted to accrue assault leave.
  - f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault or at the rate for which the teacher may become eligible in accordance with the Ohio Revised Code. Pay would include supplementary contract amounts.

- g. Payment shall be discontinued when the teacher elects to retire.
- h. Any teacher seeking assault leave shall be required to file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender.
- i. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16, Ohio Revised Code.

G. Jury Duty/Court Leave

- 1. Any teacher of the North Royalton City School District called for jury duty or subpoenaed shall notify his/her principal or supervisor and the Superintendent at the earliest possible time. Such notification should indicate the court assignment and probable duration of the duty.
- 2. Teachers who serve as a juror or are involuntarily summoned or subpoenaed by a court shall be granted leave without loss of pay or other emoluments for days covered by the summons, subpoena or jury duty. The teacher shall not be required to remit any compensation for jury duty to the Board. A teacher who is summoned or subpoenaed shall submit a copy of said summons or subpoena to the HR department. Each teacher shall follow the normal procedures in securing a substitute.

H. Unpaid Long-term Leave of Absence

Upon written request from a teacher, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for educational, professional, or other purposes, and the Board shall grant such leave where illness or disability is the reason for the request.

I. Professional Leave

- 1. Teachers, upon the prior approval of the Superintendent or his/her designee may be granted a maximum of five (5) days per school year to attend professional meetings or conferences.
- 2. The following expenses shall be reimbursed upon submission of the appropriate form:
  - a. Travel at the IRS mileage rate in effect at the time of the travel, or air coach fare, whichever is less;
  - b. Registration fees;
  - c. Lodging expenses;
  - d. Actual cost of meals to a maximum of \$50 per day;
  - e. Other necessary expenses if approved.
- 3. Expenses will be reimbursed only upon presentation of receipts.

4. Upon request the Board will advance the cost of airfare and/or registration fees in excess of \$50.

J. Family and Medical Leave

1. The Board shall provide Family and Medical Leave Act (FMLA) leave in accordance with federal law and its implementing regulations. Each eligible teacher is entitled to up to twelve (12) weeks of FMLA leave in any twelve (12)-month period. The twelve (12)-month period is measured forward from the date a teacher's first FMLA leave begins.
2. To be eligible for FMLA leave, the teacher has to have been working for the Board at least twelve (12) months before the leave request and must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.
3. The reasons for which a teacher can use FMLA leave are: (1) the birth of a teacher's child and to care for the child up to age one; (2) the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement; (3) to care for the spouse, child, or parent of a teacher when that family member has a serious health condition; and (4) the teacher's inability to perform the functions of the position because of the teacher's own serious health condition and (5) any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12 month period" to care for a covered service member with a serious injury or illness.
4. FMLA leave is an unpaid leave; however, the Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, vision, and life insurance.
5. The teacher shall not accrue seniority, sick leave, or any other employment benefit during the unpaid FMLA leave.
6. The Board shall require that paid sick leave taken under this Article of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Superintendent or designee while on paid sick leave that this leave would be counted as FMLA leave. If the teacher believes the Board is incorrectly substituting paid sick leave for FMLA leave, the teacher has fifteen (15) work days to inform the Superintendent or designee that the leave has been incorrectly substituted.
7. In the office of each school building there shall be a Family and Medical Leave Act handbook that explains more fully the Family and Medical Leave Act.

## ARTICLE 19

### DONATION OF SICK LEAVE

- A. If a teacher is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another teacher may donate up to five (5) days of his/her accumulated sick leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent.
- B. No teacher may receive more than an aggregate of thirty (30) donated sick leave days in any one school year.
- C. Donation of sick days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the sick leave of the absent teacher is exhausted.
- D. Donated sick leave shall be added to the accumulated sick leave of the absent teacher and deducted from the donating teacher. Donated sick leave shall be considered as sick leave used for purposes of merit incentive for attendance payments.
- E. Upon request for sick days donation, the Superintendent shall meet with the Association President to discuss eligibility of the claim on the teacher's behalf.

## ARTICLE 20

### COMMUNICABLE DISEASES

- A. Purpose and Definition
  - 1. The purpose of these procedures is to describe the method of handling the issues raised when a teacher is potentially infectious with a communicable disease.
  - 2. A communicable disease is defined as a long-term disease capable of being transmitted from one person to another and that is dangerous to the public.
  - 3. Communicable diseases include, but are not limited to, Tuberculosis, Hepatitis, and Acquired Immune Deficiency Syndrome (AIDS).
  - 4. There will be no mass testing to determine if a teacher is infected with a communicable disease.
  - 5. Any teacher who is diagnosed as having a communicable disease is required to report such diagnosis to the Superintendent.
  - 6. Each teacher shall be required to teach and carry out their normal duties and responsibilities to an infected student or work with an infected employee where the determination has been made to permit the infected individual to remain in the school setting.

7. Decisions about each teacher with a communicable disease are to be made on a case-by-case basis.

B. Procedures

1. When there is reason to believe that a teacher has a communicable disease, that teacher is required to submit to a medical evaluation by a public health physician and/or a physician or medical facility selected by the Board, at Board expense.
  - a. Reason to believe is defined as:
    - (1) The teacher discloses his/her diagnosis;
    - (2) Knowledge that a member of the teacher's household has a communicable disease;
    - (3) Evidence of impairment in job performance;
    - (4) Other information brought to the attention of the Board. Said information shall promptly be brought to the attention of the teacher.
  - b. If there is reason to believe that a teacher has a communicable disease, he/she will be permitted to remain in his/her regular assignment or placed in an alternate assignment with no loss of salary, benefits or other emoluments.
2. When there is reason to believe that a teacher has a communicable disease, an evaluation team shall convene within seven (7) calendar days of the teacher identification.
  - a. The evaluation team shall be comprised of: the teacher's physician, the school physician, and a physician specializing in infectious diseases.
  - b. The District Health Coordinator shall be chairperson of the evaluation team.
3. The evaluation team shall review the teacher's diagnosis, treatment and prognosis and shall submit a written report of its findings and determinations to the Superintendent within five (5) calendar days from when the evaluation team convened.
4. The Superintendent will make a decision based on medical information concerning employment status/assignment within two (2) calendar days after receiving the report from the evaluation team. A teacher may be (1) kept in his/her original assignment, (2) placed in a different assignment with no loss of salary, benefits or other emoluments, (3) requested to utilize sick leave and would be entitled to unpaid leave of absence for up to two (2) years after paid sick leave has expired, (4) entitled to apply for disability retirement benefits under STRS, or (5) placed on a leave of absence under ORC 3319.13.
5. A teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as having a communicable disease.



C. Confidentiality

Information about the identity and condition of a teacher infected with a communicable disease shall not be disclosed by the evaluation team or by the Superintendent to anyone other than the members of the Board, administrators in the building in which the teacher is assigned, school nurse, and any other persons to whom disclosure is recommended by the evaluation team.

D. Follow-up

1. The evaluation team shall maintain an active role in monitoring the teacher's medical condition.
2. The teacher's physician shall work with the teacher regarding any change in health status and shall notify the school physician of any change.
3. If any new information is brought to the attention of the school physician, the procedures outlined above shall be followed.

E. Students Identified as Having a Communicable Disease

1. Those teachers to whom disclosure is recommended by the evaluation team shall be notified of the identity and other relevant information regarding students identified as having a communicable disease. Teachers will observe complete confidentiality as to such information.
2. No teacher shall be required to perform any medical procedure (including but not limited to cleaning and bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations) on any student. No teacher shall be required to clean up body fluids of any student.

F. Hepatitis B

If a teacher who was not previously offered a Board-paid Hepatitis shot has a verifiable incident/exposure to Hepatitis B, the Board will reimburse said teacher for the out-of-pocket cost incurred for any "post-incident" Hepatitis B series.

ARTICLE 21

TEACHER CONTRACTS

- A. The negotiated Agreement is to be made a part of the contract and salary agreement of each teacher.
- B. The duties and specific assignments and all other negotiated agreements that have not been superseded by later negotiations are to be a part of each teacher contract including paid extracurricular assignments made during the school year.

- C. Teachers shall annually (by May 30<sup>th</sup>) receive a statement of assignment that shall include the grade or grades to be taught, subject or subjects to be taught (to correspond with the teacher's certification/licensure), and building or buildings where the teacher shall teach.
1. Amended assignments may be given between May 30<sup>th</sup> and August 5<sup>th</sup> with the consent of the teacher concerned.
  2. Amended assignments may be given after August 5<sup>th</sup> only with the consent of the teacher concerned. If no teacher will consent, assignment shall be made as follows:
    - a. The teacher on limited contract with the least seniority will be assigned provided that he/she is certificated/licensed for the position.
    - b. If no teacher with a limited contract can be found to fill the position, then the teacher on continuing contract with the least seniority will be assigned provided that he/she is certificated/licensed for the position.
- D. Each teacher shall annually (by May 30<sup>th</sup>) receive a salary notice, which shall contain the following:
1. The teacher's annual salary for the designated school year.
  2. A statement of the amount of the teacher's per diem rate. The calculation of the teacher's per diem rate, which shall be used for pay loss or compensation, whichever the case may be, shall be based on a fractional part of the base salary based on the number of days in the existing school calendar.
- E. Extended Time Contracts
1. High School and Middle School media specialists and school counselors will be required to serve, at per diem pay, one (1) week before and one (1) week after the regular school year. Psychologists will be required to serve, at per diem pay, eighteen (18) days outside of the regular school year; two (2) weeks before, one (1) week after and three (3) additional days approved by administration. These days may be adjusted by mutual agreement of the teacher and building administrator. Elementary (K-4) school counselors will be required to serve, at per diem pay, up to a total of five (5) days in combination before and after the regular school year. These days may be adjusted by mutual agreement of the teacher and building administrator. The elementary (K-4) media specialist will be required to serve, at per diem pay, up to a total of five (5) days in combination before and after the regular school year. For the duration of this contract only, the elementary media specialist may work an additional three (3) days before or after the regular school year. These days may be adjusted by mutual agreement of the teacher and building administrator.
  2. If additional days are needed (as mutually determined by the administration and the affected media specialist or counselor), such days shall be compensated at the teacher's per diem rate.
  3. Service by teachers extending before or after such teacher's regular duty year shall be deemed supplemental duties and shall be set forth in a supplemental contract for one year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.

F. Definition of "Year of Service Credit"

For a "year of service credit" for purposes of determining eligibility for continuing contract status, a teacher must be employed at least three and one-half (3-1/2) hours per day for a minimum of one hundred twenty (120) days in any school year.

G. The teacher is responsible for notifying his/her building principal and the District central office of impending eligibility for continuing contract (tenure) by September 30<sup>th</sup> by using Appendix C. This form may be obtained from the building main office, the District central office, or the District's website.

H. Bureau of Criminal Identification & Investigation (B.C.I.I.) and Federal Bureau of Investigation Reports

1. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) which is not inconsistent with the teacher's answers to questions on the job application. In such event, if a report is subsequently received from the BCII or FBI which is inconsistent with the teacher's answers to questions on the job application, the teacher shall be notified in writing. If the teacher does not deny the accuracy of the BCII and/or FBI report within two (2) working days, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such teacher's contract of employment.
2. If the teacher denies the accuracy of the BCII and/or FBI report, the teacher shall immediately be placed on leave without pay or benefits for a period of up to ninety (90) days. If within that period, the Board receives a corrected report from BCII and/or FBI which is not inconsistent with the teacher's answers to questions on the job application, the teacher shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from BCII and/or FBI which is not inconsistent with the teacher's answers to questions on the job application, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under R.C. 3319.16 to formally terminate such teacher's contract of employment.

ARTICLE 22

FAIR SHARE FEE

Each teacher covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association by October 1<sup>st</sup> of any school year, or within a twenty-five (25) day period following his/her initial employment, shall be required to pay a fair share fee.

A. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP (NREA, NEOEA, Leadership Council, OEA, NEA) dues of the Association, shall be transmitted by the Association to the Board's Treasurer by October 5<sup>th</sup> of each year during the term of this Agreement

for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5<sup>th</sup> the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of the teachers who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

- B. The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first payday after the later of sixty (60) days of employment or the first paycheck in February.
- C. The fair share fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code.
- D. No teacher is required to become a member of the Association.
- E. The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association, to the extent required by law.
- F. The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed; and (2) the Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
  - 1. The Association reserves the right to designate counsel to represent and defend the Board; provided, however, that the Board reserves the right to employ co-counsel at its own expense.
  - 2. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

## ARTICLE 23

### FILING AND MAINTENANCE OF CERTIFICATES/LICENSES

- A. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.

- B. All teachers shall keep current and file with the Superintendent or his/her designee all teaching certificates/licenses held at the time of initial employment by the Board. If a teacher before August, 2006, has permitted a certificate(s)/license(s) to expire without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.

ARTICLE 24

CLASS SIZE

- A. Recognizing space limitations, the Board is committed to keep class sizes to a minimum wherever possible, with special attention being given to exceptional students. The building averages in kindergarten and grade one (1) of students to classroom teachers shall not exceed twenty-three to one (23:1). The building averages in each of grades two through four (2, 3, 4) of students to classroom teachers shall not exceed twenty-five to one (25:1). The data used to calculate this average shall be the number of students and classroom teachers during the first full week of October of each school year. Remedial services specialists and intervention specialists are not included for purposes of this calculation. If the ratio is exceeded in any grade level by more than two students, a full-time educational aide shall be employed for that grade level in each building where the ratio is exceeded for the remainder of that school year. If the building averages increase outside of the October date, conversations with building and district administration will be held to determine if the implementation of an aide is warranted.
- B. For the purposes of calculating the average in kindergarten, the students who are enrolled in the Monday/Wednesday/Friday morning program shall be calculated separately from the students enrolled in the Tuesday/Thursday/Friday afternoon program. Additionally, students enrolled in the everyday kindergarten program will also be calculated separately from the other kindergarten programs. The ratio will remain consistent with what is stated above for kindergarten and if an aide is required, they will be employed only for that program (M/W or T/TH) that is over the average.
- C. The provisions of Article 24, Sections A and B, will expire on July 31, 2021.
- D. Every effort will be made by the administration to continue to equitably balance class sizes throughout the District.

ARTICLE 25

SCHOOL DAY

- A. Preschool
  - 1. Seven hour, thirty minute teacher day.
  - 2. Five hour, thirty minute instructional day.

3. The necessity and value of conferences and preparation periods is recognized. The teachers will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.
4. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after students' departure.
5. Every effort will be made on Mondays to preserve the integrity of the mutually agreed upon evaluation schedule. This schedule will be revisited annually.
6. Any outside professional development that cannot be conducted during the school day, which is necessary for preschool licensing or SUTQ including, but not limited to, first aid and CPR, will be paid at .0007 of the base salary.
7. Registration fees for required preschool licensing coursework (first aid, communicable diseases, child abuse training and SUTQ coursework) will be paid for by the District.
8. Any evaluations, which include (play-based assessments, home visits, multi-factored evaluation meetings or IEP meetings), that occur outside of the school day will be paid at .0007 of the base salary. Administration will make any and all effort to not schedule evaluations outside of the school day.
9. Preschool teachers will have a minimum of two hundred thirty-five (235) minutes per week of time (other than lunch) in which they are not directly involved with pupils. On Mondays, forty five (45) minutes shall be set aside for team time and a sixty (60) minute block of time shall be set aside for teacher conference and planning where no meetings will be scheduled.

B. Elementary

1. Seven hour, thirty minute teacher day.
2. Five hour, thirty minute instructional day.
3. Elementary teachers and specialists will have a minimum of two hundred twenty-five (225) minutes per week of time (other than lunch) during the pupils' school day in which they are not directly involved with pupils. Every effort shall be made to equally distribute this preparation time over a five (5) day period, but no teacher shall have more than one (1) day a week without any of this preparation time.
4. The necessity and value of conferences and preparation periods is recognized. The teachers will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.
5. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after students' departure.

C. Middle School

1. Seven hour, thirty minute teacher day.
2. Except as provided in Paragraph 8, below, no teacher in the middle school shall have more than six (6) assignments per day. In addition, each teacher shall have a daily duty for the full year of forty-five (45) minutes (such as hall duty before and after school, study hall duty etc.) plus an additional fifteen (15) minutes daily duty for one semester.
3. Middle School teachers will have a minimum of two hundred (200) minutes per week of time (other than lunch) during the pupils' school day in which they are not directly involved with pupils. Every effort shall be made to equally distribute this preparation time over a five (5) day period, but no teacher shall have more than one (1) day a week without any of this preparation time.
4. The necessity and value of conferences and preparation periods is recognized. Each classroom teacher will be available for conferences at a minimum of one (1) specific planning time during the day.
5. The administration will make every effort to limit daily preparations to no more than three (3). Each teacher will be notified of the number of preparations they will have as soon as possible after completion of the middle school schedule. Any teacher who wishes to resign after July 10<sup>th</sup> because of more than three (3) preparations shall be guaranteed the right to do so with no reprisals.
6. The necessity and value of conferences and preparation periods is recognized. Each teacher will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.
7. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after the students' departures.
8. Upon recommendation of the Superintendent, approval of the Board, notification to the Association President, and consent of the teacher, a middle school teacher with more than one (1) year of service may assume an additional teacher assignment in lieu of duty periods at a rate of compensation equal to one-seventh (1/7) of the teacher's contract salary. Upon recommendation of the Superintendent, approval of the Board, notification to the Association President, and consent of the teacher and the Association President, a middle school teacher with more than one (1) year of service may assume an additional teacher assignment in lieu of a segment of their two hundred (200) minutes of conference and preparation time at a rate of compensation equal to one-sixth (1/6) of the teacher's contract salary. The foregoing shall not be construed nor interpreted so as to decrease the number of full-time teachers assigned to the middle school nor used in lieu of adding additional full-time staff.
9. "Split" periods, if any, shall be substantially equal in terms of minutes and any period substitution for a split period during planning and conference and/or duty periods will be paid at the full period substitution rate.

D. High School

1. Seven hour, thirty minute teacher day.
2. Five classes of instruction per day.
3. Homeroom duty included in the teacher day.
4. Some additional duty or TBT meeting equivalent to one-half (1/2) class period per day or 2.5 periods per week, such as lunchroom monitor (limited to one period per day), hall duty, study hall duty, TBT meeting, etc. The teacher's duty may be assigned at the principal's discretion with the guarantee that teachers will have a maximum of one class period of duties or meetings per day (unless mutually agreed upon by the teacher and principal) and assignment to other classes (substituting) will be kept at a minimum.
5. All teachers, with the exception of department chairpersons, will be assigned fifteen (15) minutes of student contact (duty) time for three (3) quarters or its equivalent before or after school or within the school day for supervision, hall patrol, etc.
  - a. Department chairpersons will be assigned fifteen (15) minutes of student contact (duty) time for two (2) quarters (which do not have to be consecutive) or its equivalent before or after school or within the school day for supervision, hall patrol, etc. With prior notification to the building administration, department chairpersons may utilize this time to perform chairperson duties such as meeting with a substitute, department member, etc.
  - b. Any teacher, including department chairpersons, may take an additional fifteen (15) minute quarter(s) duty and shall be compensated at the rate of .0075 of the BA base salary for said duty.
6. The necessity and value of conferences and preparation periods is recognized. Each teacher will be available for conferences and will accept them as assigned by the principal and requested by the parents and a record will be kept of scheduled conferences.
7. Teachers will be dismissed on Fridays and days preceding non-student days fifteen (15) minutes after the students' departure.
8. Teachers may utilize approximately one-half period equivalency at their discretion, but may not leave the building without specific permission from the principal's office.
9. Upon recommendation of the Superintendent, approval of the Board, notification to the Association President, and consent of the teacher, a high school teacher with more than one (1) year of service may assume an additional teacher assignment in lieu of duty periods at a rate of compensation equal to one-sixth (1/6) of the teacher's contract salary. The foregoing shall not be construed nor interpreted so as to decrease the number of full-time teachers assigned to the high school nor used in lieu of adding additional full-time staff.
10. Every effort will be made to limit daily preparations to no more than three (3). Teachers will be notified of the number of preparations they will have as soon as possible after



completion of the high school schedule. Any teacher who wishes to resign after July 10<sup>th</sup> because of more than three (3) preparations shall be guaranteed the right to do so with no reprisals.

E. Teachers as Substitutes

1. Teachers may be asked to substitute for classes and/or supervisory assignments other than their assigned duties only when an extreme emergency exists (i.e., a qualified substitute cannot be employed). Within ten (10) school days after the start of the school year, all teachers shall be canvassed and a list shall be developed in each building identifying those teachers willing to substitute during their conference and preparation and/or duty periods. Those teachers identified on such list will be asked to substitute during their conference and planning periods. No teacher on the list will be required to substitute during his/her conference and preparation and/or duty periods without such teacher's consent except in extreme emergencies (i.e., when a certificated/licensed substitute cannot be employed). The teachers on the list will be used on a rotating basis for purposes of substituting.
2. Teachers substituting during their conference and preparation and/or duty periods shall be compensated at the hourly rate of .0007 of the BA base salary prorated for time spent, with a minimum of thirty (30) minutes.
3. Upon approval of the building administration, affected elementary building classroom teachers who accept students from another teacher's class for the majority of any school day will be paid a stipend in the amount of .0012 of the BA base salary for each approved day of such substitution.
4. The practice of teachers mutually agreeing to cover or substitute for each other in emergency situations shall not be affected by this provision. However, as in the past, such substituting shall be with the knowledge and approval of the building principal.

F. Part Time Teachers

Part time teachers shall receive pro-rata preparation time.

G. Early Release

With prior approval of the building principal and if that teacher's assigned duties may satisfactorily be covered, a teacher enrolled in coursework that begins in the afternoon shall be released at a time sufficient to get to class on time.

H. Variation of Start/End Times

A teacher may be provided a variation from the standard work day hours regarding start and/or end times by agreement with the building principal. Such variations may be reduced in writing upon agreement of the teacher and the building principal.

I. Delayed Start

On announced delayed start days, bargaining unit members are to report to work exactly two (2) hours later than their normal starting time. Overall planning and conference times may be reduced in any week affected by a school closure or schedule compaction occasioned by a delayed start day or days.

ARTICLE 26

SCHOOL CALENDAR

- A. The school calendar shall be set at one hundred eighty-five (185) days.
- B. The number of days of student attendance shall be a maximum of one hundred seventy-eight (178) days.
- C. NEOEA day shall be a day off from school for each teacher to attend NEOEA meetings if he/she so desires.
- D. There shall be seven (7) mandatory professional days (with no required student contact) scheduled in the school calendar, within the following parameters:
1. The two days prior to the first school day for students.
  2. The days following the last day of the first, second and third grading periods.
  3. The day following the last day of school for students.
  4. There shall be the equivalent of one (1) day for parent-teacher conferences and/or in-service. The determination as to whether or not there shall be parent conferences or in-service shall be made mutually by the Association President and the building principal. These parent-teacher conferences/in-service shall be held on two evenings, shall not exceed six (6) hours, and shall be at times and dates mutually agreed upon by the Association President and the Superintendent. The parent-teacher conferences/in-service do not necessarily have to be on the same days or at the same times in all of the buildings. As a result of attending these parent-teacher conferences/in-service, the Wednesday before Thanksgiving shall be scheduled as a school calendar day, but no teacher or student shall attend school on that day.
  5. The structure of professional development days will be created with input from the District Leadership Team (DLT).
    - Professional Development time will follow the guidelines below and will not exceed:
      - The work day will be from 8:00 am to 3:30 pm for ALL staff
      - 3.5 hours for PD, 3.5 hours for records on the October day
      - 3.5 hours for PD, 3.5 hours for records on the January day
      - 3.5 hours for PD, 3.5 hours for records on the March day

- Professional development time will be “blocked” whenever possible to allow for a consistent schedule.
- Administration shall make all efforts to avoid scheduling large-scale professional development activities on the work day prior to the first student day and the work day immediately following the last student day. It is understood that building or district meetings may be scheduled for informational purposes as needed.

- E. There may be one (1) additional professional day scheduled at the discretion of the Superintendent. If the Superintendent decides to schedule this additional day, each designated teacher shall be given a minimum of thirty (30) calendar days advance notification of the date of this additional day. If this additional day is to be held on the day before the start of the next school year, each designated teacher shall be notified before the present school year ends. This additional day shall not be scheduled on a Saturday, Sunday, holiday, during spring recess or during winter recess. Each designated teacher shall be paid one day's pay at his/her per diem rate for his/her attendance on this additional day.
- F. In the event that school is in session for less than the one hundred seventy (170) days due to calamity days, the parties agree to use the following as make-up days in order to achieve that total of school days in session:
- G. In the event that school is in session for less than the necessary required by the state due to calamity days, the parties agree to use the following as make-up days in order to achieve a the necessary total of school days in session:
1. Add days to the end of the school year;
  2. Use days scheduled for spring break.

Either party may request a meeting to discuss the issue before a final decision is reached.

- H. All teachers, including those in any approved job-sharing arrangements, will be present and available to constituents on the evening of Open House.
1. Elementary Open House will follow a curriculum night format for parents only and will be scheduled during the first three (3) weeks of the student school year.

## ARTICLE 27

### IDEA, ESSA AND SECTION 504 ISSUES

- A. Consistent with state and federal law, at least one (1) general education teacher must be in attendance at IEP conference(s). In those instances, necessary release time shall be provided.
- B. Each teacher who has a student with an IEP shall be provided with electronic access to relevant IEP and/or 504 Accommodation Plan information.

- C. Each teacher will be notified as soon as possible if he/she will be a part of any IEP/Inclusion team.
- D. Each general education teacher who volunteers for inclusion programs will be considered for participation.
- E. Each general education teacher who instructs students with IEPs will be provided opportunities for training as determined by the Board and at the expense of the Board.
- F. Every reasonable effort will be made to provide common planning time for general education teachers and intervention specialists.
- G. Consideration will be given to reducing the number of students of general education teachers involved in inclusion programs.
- H. Each intervention specialist (K-12) shall be provided at least one (1) full school day in order to write IEPs and/or hold IEP conferences. One additional day may be granted with approval from the building principal and the Director of Pupil Services. Each intervention specialist at the preschool level shall be provided one day per quarter in order to write IEPs and/or hold IEP conferences. Each request to work off campus shall be individually considered for approval by the Director of Pupil Services.
- I. Any teacher required to be in attendance at an approved Eligibility Determination Meeting, IEP or Section 504 accommodation plan meeting that is scheduled outside of the normal workday, or extends beyond the workday, will be compensated at the rate of .0007 of the base per hour.
- J. At the elementary level, no intervention specialist shall have a regularly-assigned duty.
- K. A Special Needs Assessment Committee for Kids (SNACK) shall be comprised of representatives appointed by the Association President/designee and the Superintendent/designee. Minimally, representatives shall be selected from each building. This shall be a continuing committee whose general purpose is to assess and improve the District's compliance with the federal and state mandates relative to ESSA, Section 504, and IDEA and any Congressional reauthorizations. The SNACK Committee will meet quarterly per school year. Any suggestion from the SNACK for modification to this Agreement must meet with the approval of the Association and the Board.

## ARTICLE 28

### LUNCH PERIODS

- A. Each teacher will have a duty-free, uninterrupted lunch period of thirty (30) minutes.
- B. Teachers may leave the school to eat their lunch during the thirty (30) minutes assigned on the teacher schedule. Teachers will sign out in person in the respective school office, listing time of departure and specific destination. They will sign in again in person at the respective school office immediately at the time of return. All teachers will return to their assigned station in their assigned buildings prior to the completion of the thirty (30) minute lunch period. Drinking alcoholic beverages during the lunch period or at any other time during teacher work days, including supervision occurring at any event before or after school, shall be prohibited.

- C. Violation of these rules and regulations shall subject a teacher to one written warning of such violation. Any further violation of these regulations by the teacher shall subject a teacher to suspension or dismissal. Such possible suspension or dismissal shall be conducted in accordance with Board policy and state law.

## ARTICLE 29

### PUPIL ATTENDANCE RECORDS

It will be the responsibility of the classroom teacher to take daily classroom attendance and to provide the necessary attendance information for the school office.

## ARTICLE 30

### PARENT-TEACHER CONFERENCES/STUDENT PROGRESS

- A. Parent-Teacher Conferences

Parent-teacher conferences will be held when the teacher and/or the principal determine the child's scholastic progress is unsatisfactory or for any other school-related problems. Parent-teacher conferences will be held at the request of the parent.

- B. Student Progress

1. Teachers must update the District's electronic grade book system to keep parents informed of their child's current academic progress.
2. When students are not making adequate academic progress (i.e. failing grades), a record of communication with parents will be maintained.

## ARTICLE 31

### COMPLAINT PROCEDURE

- A. Persons with complaints against teachers shall be encouraged to first discuss the complaint with the teacher and the teacher shall be informed of the complaint and the complainant. If not resolved, the complaint will go to the building principal and then to the Superintendent or his/her designee.
- B. No complaint shall be used in any evaluation or for any personnel decision without first identifying the source and substantiating the complaint.
- C. A plan for dealing with the complaint shall be developed by the administration and the teacher. If the administration and the teacher are unable to agree, the matter will be handled as determined by the administration.

- D. The teacher shall have the right to Association representation at all meetings with any administrative personnel concerning a complaint against the teacher.
- E. This Article does not apply in the event of an investigation conducted by any governmental agency.

### ARTICLE 32

#### NON-CERTIFICATED/LICENSED HELP

- A. The Board is to provide non-certificated/licensed persons for each elementary school for lunchroom and playground duty. Teachers, other than classroom teachers, may be assigned supervisory duties when not otherwise assigned to instructional duties.
- B. Every effort shall be made to assign specialists five and one-half (5-1/2) hours instructional time.
- C. Every effort shall be made to provide facilities for instruction.

### ARTICLE 33

#### TRAVELING TEACHERS

- A. Teachers who travel between buildings shall be allotted fifteen (15) minutes unassigned time for travel each time travel is necessary. Additional time may be allowed by the building administrator in the event of inclement weather.
- B. Teachers who travel shall be compensated at the IRS rate in effect at the time of the travel.
- C. Moving between the present Middle School and the High School shall not be considered to be "travel between buildings."

### ARTICLE 34

#### SPECIALISTS

The need for specialists is recognized by the Board. Annual consideration will be given to the staffing of specialists.

### ARTICLE 35

#### MEDIA SPECIALIST SERVICES

Media specialist services, not necessarily by teachers, will be provided. These specialists will be responsible for inventory, disbursement of equipment, repair and maintenance, receipt of equipment, disbursement, collection and return of borrowed audio-visual material, preparation of materials and ordering of equipment

from government funds and an audio-visual budget. Teachers shall not be assigned to repair or maintain equipment, except by their request, or by supplemental contract.

## ARTICLE 36

### LONG-TERM SUBSTITUTES AND PERMANENT SUBSTITUTES

- A. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.
- B. Permanent substitutes are defined as substitute teachers who are assigned to a designated school on a daily basis. All permanent substitutes shall receive a written contract of employment.
- C. The employment of long-term substitutes and permanent substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article 10 - Termination and Nonrenewal, nor the provisions of Section 3319.11, Ohio Revised Code shall apply to long-term substitutes or permanent substitutes.
- D. A long-term substitute or a permanent substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days [at least three and one-half (3-1/2) hours per day] in any one school year.
- E. Neither the provisions of Article 9 - Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to a long-term substitutes or to a permanent substitutes.
- F. Neither the provisions of Article 8 - Evaluation Procedure, nor the provisions of Section 3319.111 or Section 3319.11, Ohio Revised Code shall apply to long-term substitute or to a permanent substitute.
- G. Beginning with the 61<sup>st</sup> day of employment, a long-term substitute or a permanent substitute shall be placed on the BA-0 step of the salary schedule.
- H. A teacher employed as a long-term substitute consecutively for more than one year, or a teacher employed as a permanent substitute consecutively for more than one year, whether in the same or a different assignment, shall, beginning the second year, become a member of the bargaining unit and be placed on the BA-0 step of the salary schedule for the entire year, and shall receive Article 37 insurance benefits.

## ARTICLE 37

### INSURANCE

- A. Hospitalization/Medical/Prescription Drug Coverage
  - 1. The Board shall provide Medical Mutual of Ohio Insurance, or its equivalent, either full family or single coverage as appropriate, to all regularly employed teachers. The teacher may elect to receive SuperMed Plus, the current schedules of benefits for which are set forth

generally below and more fully explained and detailed in the current certificate benefits booklets, which shall serve as the authority for determining coverage issues.

2. The Board will provide prescription drug coverage as follows for those in the SuperMed Plus plan:

Retail – 34 day supply

Generic copayment - \$10.00

Name-brand with no generic drug equivalent copayment - \$20.00

Name-brand with available generic drug equivalent copayment (regardless of dispense as written, DAW) - \$40.00

Mail order (90 day supply) – the 90-day supply shall be \$25, \$50, \$100

3. Each teacher will pay fifteen percent (15%) of the Board’s cost of medical/prescription drug coverage.
  - a. Part-time teachers, including SGI’s, will pay a pro-rata percentage of the medical/prescription drug coverage based on the amount that the Board has to pay for the part-time teachers’ premiums, with the “caps” also prorated.
  - b. Any teacher who does not receive twenty-six (26) paychecks a year will pay the insurance amount as if he/she had received twenty-six (26) paychecks. The total amount owed will be evenly taken out of the paychecks he/she receives. For the teacher who receives fewer than twenty-six (26) paychecks, and does not receive a paycheck in July and August, the contribution for the months of July and August shall be added to the amount the teacher would have deducted from his/her paychecks starting at the beginning of school through June, and then this total insurance amount would be divided by the paychecks the teacher actually receives.)

B. Dental

The Board shall provide dental insurance protection (full family and full single) for all regularly employed teachers equal to or greater than Oasis Trust R&C Plan. The actual policy is on file at the Board Office.

C. Vision

The Board shall provide vision insurance protection (full family and full single) for all regularly employed teachers equal to or greater than the following specifications:

Annual Examination	UCR coverage for an annual vision examination per individual
Frames	New frames up to \$100 every twelve (12) months per individual
Lenses	UCR coverage for glass or plastic lenses, either clear or tinted, every twelve (12) months per individual
Contact Lenses	Contact lenses for cosmetic purposes will receive a \$100 allowance



## Low Vision

This additional coverage is designed to provide supplemental testing and a therapy program for individuals whose eyesight cannot be corrected to 20/70 with the use of spectacle lenses, but who do not meet the acuity requirement of 20/200 which has been established to classify a person as being legally blind. The therapy program can include Low Vision prescription services, evaluations, training, plus optical and non-optical aids.

The plan will pay 75% of the cost of an approved treatment plan with the patient paying 25%. The total maximum lifetime benefit is \$1,000 and includes any payment for approved supplemental testing.

The current schedule of benefits for vision coverage are those which are set forth generally above and are more fully explained and detailed in the current certificate benefit booklet.

- D. The total monthly employee contribution for all insurance coverage (Medical, prescription drug) shall be capped at \$250 per month for family coverage and \$125 per month for single coverage. Contributions will be deducted twice per month for teachers receiving 26 paychecks per year.

## E. Spousal Coverage

1. If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise, or any public or private retirement plan, the spouse is not eligible to enroll for coverage under the North Royalton medical/prescription drug plan unless he/she enrolls in such other group insurance coverage.
2. The requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance. This requirement does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.
3. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits. In other words, as secondary payer, the North Royalton medical/prescription plan will cover eligible expenses not covered by the primary coverage of the spouse.
4. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, or any public or private retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board. Note: If a spouse's only option is a "high deductible health care plan" ("HDHP") that is qualified to be used in conjunction with a Health Savings Account (HSA), then the spouse will be granted a waiver to stay on the North Royalton plan without taking the HDHP coverage. But the waiver is available only if the HDHP is the ONLY plan offered to the spouse.

5. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverage sponsored by the Board.
6. An employee who submits false information or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance, and such false information, or such failure by results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the offending employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the plan. If an employee submits false information, he/she may be subject to disciplinary action up to and including termination of employment. An employee is also responsible, (within thirty (30) days of a change), to provide notification to the benefits coordinator and submit updated spousal forms if their spouse has a change in providers or if the spouse's premium contribution changes.
7. The Board will reimburse the Employee whose spouse is required, under the program, to obtain her/his own medical insurance up to \$125 per month for the expense incurred by the spouse in obtaining such coverage. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of her/his payment of monies to secure single coverage from her/his employer, retirement provider, or another source.

F. Employees Duties and Incentive

Each teacher, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Agreement, shall have the obligation to review such statement for accuracy and to satisfy him/herself that all services charged were actually received. If a teacher identifies an overcharge and/or inappropriate charge, which is subsequently rebated or deleted by the health care provider, that teacher shall receive a reward equal to 1/2 the dollar amount recovered, up to a maximum of \$500 per line item.

G. Term Life

The Board will provide AD & D group term life insurance in the amount of \$50,000 for all regularly employed teachers.

H. Change in Carrier(s)

The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be less than provided by the present carrier(s) as of the effective date of this Agreement. The Board shall provide one (1) copy of each signed contract and policy

entered into between the Board and the insurance company(ies) which provide the benefits specified in this Agreement. Copies of the existing contracts shall be made available online. The Association shall be notified thirty (30) days in advance of any proposed change in carrier(s). Copies of any contracts subsequently entered into by the Board will be made available online within one (1) week after they are received by the Board.

I. Part time Employees

Regularly employed teachers who work less than full time shall receive all insurance benefits as provided in this Article. The cost of such insurance benefits shall be paid by the Board in proportion to the amount of time worked (e.g. if a teacher works 1/2 time, the Board will pay 1/2 of the cost of the insurance benefits; if the teacher works 3/5 time, the Board will pay 3/5 of the cost of the insurance benefits, etc.). Payroll deductions for the purchase or purchases will be available if so desired.

J. Insurance Committee

1. The Insurance Committee shall continue to work cooperatively to assess and assure the affordability and acceptability of insurance coverages for District employees and to "troubleshoot" concerns with present insurance coverages along with obtaining information about alternative insurance concepts, plans, carriers, etc.
2. This committee shall be comprised of five (5) administrative representatives (appointed by the Superintendent) and five (5) Association representatives (appointed by the Association President) and shall meet on the call of either party. Efforts will be made to have representation from every building on this committee.

K. Payment in Lieu of Insurance Coverage

1. Any bargaining unit member currently covered under either the single or family coverage of the District's insurance plan(s), or any newly hired employee who declares in writing to the Treasurer that he/she is covered under another insurance plan and/or elects not to be covered by the Board plan for the entire year may opt out of the Board plan(s) and shall be paid \$1,500.00 for medical insurance, and/or \$350 for dental insurance, and/or \$100 for vision insurance (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). This amount, less applicable payroll deductions, will be paid to eligible and qualifying individuals with the first pay in October the following year, through the Board's qualified Section 125 Plan.
2. In order to elect any of these options and receive this additional compensation, an employee must have on file a form indicating his/her election. Once this election is made, it shall remain in effect and the employee shall not be entitled to receive the Board insurance coverage(s) that s/he elected not to receive for the duration of the one-year period, unless there is a qualifying event as described in paragraph 5., below. In the event of a change in the teacher's circumstances after the election is made (other than a qualifying event), the teacher may elect to receive the insurance coverage after a three (3) month waiting period. They would forfeit all of the payment in lieu payments for that particular year. There shall be no pre-existing condition exclusion for any teacher who re-enters any of the insurance programs after originally electing not to participate in said programs.

3. For current employees with election forms already on file, no further action will be required in order to receive the in-lieu of payment(s). Current employees not presently participating in the opt-out payment may enroll during the open enrollment period (September 1<sup>st</sup> – September 21<sup>st</sup> each school year) by completing, signing and filing a form indicating this election with the Treasurer of the Board. It is the employee's responsibility to get a waiver form (during open enrollment period) from the Treasurer's office and return it by the designated date. Failure of current employees not already participating in payment in-lieu of insurance payment program to submit the required form by the designated date (end of business on the third Friday in September) shall result in a disqualification from payment of the opt-out amount.
4. At the discretion of the Board, teachers hired in any year after the September election date may be permitted to participate in the payment in lieu of insurance program and, if so, on a prorated basis.
5. Employees who are enrolled in the opt-out payment plan may opt back into Board-provided insurance coverage status only if there is a change in the employee's circumstances that, in accordance with IRC Section 125 regulations, permits the employee to change his/her election under that plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law).
6. If both wife and husband are employed by the Board in any capacity in which both are entitled to receive Board paid family coverage of health, dental or vision, only family coverage shall be provided to only one spouse. The other spouse shall qualify for the payment in lieu of insurance coverage as provided in the paragraphs above.
7. If an employee selects payment in lieu of insurance as provided above, but leaves active pay status at any point prior to the end of the contract year, the employee will be paid a prorated amount based upon the proportional amount of time he/she was in active pay status for the contract year.
8. Employees interested in signing up for the "opt-out" payment must come to the Board and request the proper forms. No forms will be sent out on an annual basis.

**SHC – North Royalton  
SuperMed Plus  
Section 203  
Effective 8/01/2018**

Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age	26; Removal upon End of Month	
Pre-Existing Condition Waiting Period	Does Not Apply	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does not Apply	
Benefit Period Deductible – Single/Family	None	None
Inpatient Deductible per Admission – Single/Family	None	\$250 per admission, to a family maximum of \$750 per benefit period
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	None
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>1</sup>	\$25 copay, then 100%	\$25 copay, then 70%
Urgent Care Office Visit <sup>1</sup>	\$25 copay, then 100%	\$25 copay, then 70%
All Immunizations	100%	Not Covered
Allergy Testing and Treatments	100%	70% - Inpatient Not Covered – Outpatient
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with state and federal law<sup>3</sup></b>	100%	70%
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70%
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70%
Routine Mammogram (One per benefit period)	100%	100%
Routine Pap Test (One per benefit period)	100%	100%
Routine EKG, Chest X-Ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis	100%	100%
Routine Colonoscopy / Sigmoidoscopy	100%	100%
<b>Outpatient Services</b>		
Surgical Services	100%	70%
Diagnostic Services	100%	100%
Physical & Occupational Therapy (40 visits combined per benefit period then subject to medical review)	\$25 copay, then 100%	\$25 copay, then 70%
Speech Therapy (10 visits per benefit period then subject to medical review)	\$25 copay, then 100%	\$25 copay, then 80%
Chiropractic (20 visits per benefit period then subject to medical review)	\$25 copay, then 100%	\$25 copay, then 80%
Cardiac Rehabilitation	100%	70%

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Emergency Room Services</b>		
Emergency – Emergency Room <sup>2</sup>	\$100 copay, then 100% (copay is waived if admitted)	
Emergency – Ancillaries	100%	
Emergency - Physician	100%	
Non-Emergency – Emergency Room <sup>2</sup>	\$100 copay, then 100% (copay is waived if admitted)	\$100 copay, then 70% (copay is waived if admitted)
Non-Emergency - Physician	100%	70%
<b>Inpatient Facility</b>		
Semi-Private Room and Board	100%	70% after \$250 per admission Inpatient Deductible
Professional Services	100%	70%
Maternity (Facility)	100%	70% after \$250 per admission Inpatient Deductible
Maternity (Professional)	100%	70%
Skilled Nursing Facility (100 days per benefit period)	100%	70% after \$250 per admission Inpatient Deductible
Organ Transplants (One transplant per organ per lifetime)	100%	NOT COVERED
<b>Additional Services</b>		
Ambulance	\$25 copay, then 100%	\$25 copay, then 70%
Durable Medical Equipment	100%	70%
Therapeutic Abortion (One per benefit period)	100%	70%
Health Education and Training	100%	NOT COVERED
Home Healthcare	100%	NOT COVERED
Hospice	100%	NOT COVERED
Private Duty Nursing	NOT COVERED	NOT COVERED
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup> The office visit copay applies to the cost of the office visit only.

<sup>2</sup> Copay waived if admitted. The copay applies to room charges only.

<sup>3</sup> Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

**SHC – Minimum Value Plan**  
**SuperMed Plus**  
**Effective 1/1/2018**

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age	26; Removal End of the Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	2 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$7,350 / \$14,700	\$14,700 / \$29,400
Coinsurance	100%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$0	\$1,000 / \$2,000
MOOP – Maximum Out of Pocket, includes Deductible and Coinsurance	\$7,350 / \$14,700	\$15,700 / \$31,400
<b>Physician/Office Services</b>		
Office Visit (Wellness/Routine)	100%	70% after deductible
Office Visit (Illness/Injury) PCP or Specialist	100% after deductible	70% after deductible
Urgent Care Office Visit	100% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100%	70% after deductible
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with state and federal law<sup>3</sup></b>	100%	70% after deductible
Routine Physical Exam (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests (To age 21; 31 visits per lifetime)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Labs & X-Rays	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Age 9 and over, one each per benefit period)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	100% after deductible	70% after deductible
Diagnostic Services	100% after deductible	70% after deductible
Physical, Occupational and Chiropractic Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Speech Therapy – Facility and Professional (Professional: 10 visits per benefit period, then Medical Review)	100% after deductible	70% after deductible
Cardiac Rehabilitation	100% after deductible	70% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	70% after deductible

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	100% after deductible	70% after deductible
Maternity	100% after deductible	70% after deductible
Skilled Nursing Facility	100% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	100% after deductible	70% after deductible
Ambulance	100% after deductible	70% after deductible
Durable Medical Equipment	100% after deductible	70% after deductible
Home Healthcare	100% after deductible	70% after deductible
Hospice	100% after deductible	70% after deductible
Organ Transplants	100% after deductible	70% after deductible
Private Duty Nursing	100% after deductible	70% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a network provider will also apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

PRESCRIPTION DRUG	Retail-Up to 30 days	Mail Order-Up to 90 days
Generic Copay	\$20.00	\$40.00
Brand Formulary Copay	\$45.00	\$90.00
Brand Non-Formulary Copay	\$75.00	\$150.00

**Includes Coverage Management:** which is Prior Approval, Step Therapy and Quantity Duration.  
**Generic Incentive:** which is if the physician requests a brand name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand name drug.  
**Home Delivery Incentive:** When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.



## ARTICLE 38

### PROGRAM AND CURRICULUM DEVELOPMENT

A. Involvement

The administration will involve the teachers in restructuring of program and curriculum in the School District.

B. Course of study work/curriculum mapping/assessment mapping/articulation/revisions

1. Teacher participation in course of study work/curriculum mapping/assessment mapping/articulation/revisions shall be voluntary if performed outside of the school day. Substitute teachers will be hired to free teachers when performing this work during the normal school day.
2. If meetings or individual work occurs outside of the normal school day, each teacher will be compensated at the rate of .0007 of the BA base salary per hour. No payment will be made except as specifically pre-approved by the Superintendent/designee.
3. Compensation shall be paid to the teacher within one (1) month of the completion and submission of documentation.

## ARTICLE 39

### SEVERANCE PAY

Teachers who retire from active service with the North Royalton City Schools shall, upon the filing of the proper application with the Treasurer, be granted severance pay to the extent as set forth below:

- A. Teachers employed by the North Royalton City Schools and who apply and are accepted for retirement by the Ohio State Teachers Retirement Board shall be paid twenty-five (25%) of their accrued, but unused sick leave, except that payment shall not be for more than eighty (80) days. Severance pay shall be based upon the daily rate of pay as determined from the teachers' basic contract, exclusive of all supplemental contracts and allowances, in effect at the time of retirement. No retirement will be deducted. Upon receipt of severance pay, the balance of sick leave shall be cancelled.
- B. Any teacher who has been retired and then is rehired shall be paid twenty-five percent (25%) of his/her accrued, but unused sick leave days from the time of rehiring, except that payment shall not be for more than seventy-five (75) days. Severance pay shall be based upon the daily rate of pay as determined from the teacher's basic contract, exclusive of all supplemental contracts and allowances, in effect at the time of retirement. No retirement will be deducted. Upon receipt of severance pay, the balance of sick leave shall be cancelled.
- C. For the purpose of implementing this policy, retirement is deemed to occur when the teacher has been accepted for retirement, other than disability retirement, by the Ohio State Teachers Retirement Board and has been notified of the effective date that retirement pay will begin. The

teacher may then apply to the Treasurer for severance pay, which shall be paid in a lump sum. Payment shall be made after retirement pay has begun between the following January 1<sup>st</sup> and January 15<sup>th</sup> for those teachers eligible to participate in the 403(b) plan per Article 42 and shall be made within seventy-five (75) days of retirement for those teachers not eligible to participate in the 403(b) plan per Article 42.

- D. Any teacher who dies prior to severing employment shall be deemed to have retired from active service the day preceding his/her death. The severance pay shall then be paid to his/her estate.

## ARTICLE 40

### BOARD SHELTERING OF TEACHER

#### RETIREMENT CONTRIBUTION

- A. With the effective date of this Agreement, the Board shall implement the "pickup" of the teacher-required contribution to the State Teachers' Retirement System (STRS) and with the Board having agreed to do so, the Treasurer is hereby authorized, effective with the first payroll payment following the effective date of this Agreement, to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each teacher's contribution to STRS in lieu of payment by such teacher, and that such amount contributed by the Board on behalf of the teacher shall be treated as deferred salary paid by the Board to STRS from the contract salary otherwise payable to such teacher in cash.
- B. The Treasurer will prepare and distribute an addendum to each teacher's contract which states: (1) that the teacher's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pick-up" component, which is equal to the amount of the teacher contribution being "picked-up" by the Board on behalf of the teacher; (2) that the Board will contribute to STRS an amount equal to the teacher's required contribution to STRS for the account of each teacher; and (3) that sick leave, severance, vacation, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the teacher's restated salary.
- C. The Board's total combined expenditures for teachers' total contract salaries payable pursuant hereto (including "pick-up" amounts) and its Board contributions to STRS shall not be greater than the amount it would have paid for those items had this Article not been in effect. The Board shall compute and remit its employer contribution to STRS based upon total contract salary, including the "pick-up." The Board shall report for Federal and Ohio income tax purposes as a teacher's gross income said teacher's total contract salary less the amount of the "pick-up." The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- D. This procedure is a salary reduction/salary restatement and not a purchase of employee retirement contribution by the Board.

## ARTICLE 41

### PAYROLL DEDUCTIONS

A. Payroll deductions shall be made without cost to the teacher, upon thirty (30) days advance notice, in writing, from the teacher. Enrollment, change or termination may be made by the teacher at any time during the contract year for the following deductions:

1. Credit Union
2. Tax Sheltered Annuities – Teachers may make enrollment and other changes only twice per calendar year. A teacher may terminate an annuity program at any time.
3. Income Protection Insurance
4. Fund for Children and Public Education (FCPE) Contributions (formerly EPAC Contributions) - Teachers may elect to contribute through payroll deductions to political organizations and parties and nonpartisan issues. Deductions shall be in ten (10) equal installments and shall begin within two (2) pay periods following the delivery of the written authorization from the teacher to the Board Treasurer. Deductions may be made on a continuous basis with the appropriate authorization.
5. United Education Profession (UEP) dues -

The UEP dues (NREA, NEOEA, OEA, NEA, and Leadership Council) shall be deducted from the teacher's paycheck subject to the following factors:

- a. Completed and signed enrollment forms must be presented to the Board Treasurer by the NREA Treasurer within three (3) days after the enrollment period ends. The enrollment period for the United Education Profession membership will be September 1<sup>st</sup>-30<sup>th</sup>. Except for new regular employees, no others will be eligible for dues deduction after that date. Teachers employed after September 30 of any school year who elect for payroll deduction, shall have their dues deducted in even installments from the remaining paychecks. The NREA Treasurer shall inform the Board Treasurer of the total amount to be deducted for teachers who are employed after September 30<sup>th</sup>.
- b. Dues deduction shall begin with the first pay in November and continue with each paycheck through August. The Board shall withhold the balance of any dues from the final paycheck of any teacher who resigns, retires, takes leave or is terminated.
- c. The Board Treasurer shall submit a monthly check in the total amount of monthly teacher dues deductions to the NREA Treasurer not later than five (5) days following the end of each pay period. Such check shall be made payable to the North Royalton Education Association.
- d. The Board Treasurer shall also submit a monthly listing of names and amount of dues deducted for each person to the NREA Treasurer.

6. Ohio Tuition Trust Authority
7. Roth IRAs. Enrollment and changes may be made only during the months of September and January. A minimum of five teachers must sign up in order to initiate each Roth IRA provider. A teacher may terminate an annuity program at any time. A signed deduction authorization must be received by the Treasurer's Office before deductions can begin. A teacher may terminate a Roth IRA deduction at any time.

8. Ohio Deferred Compensation Plan

Teachers may contribute to the Ohio Deferred Compensation Plan (an Internal Revenue Code Section 457 Plan). In addition, the Board and the Association shall explore and consider implementation of at least one other Section 457 Plan.

9. Section 125 Plan ("Cafeteria Plan")

- a. The Board shall maintain a "Cafeteria Plan" that is designed to (a) allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow teachers to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the Association), and (c) allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph c below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (Article 37.I.) provisions of this Agreement shall be made through the Cafeteria Plan.

- b. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted at least ten (10) business days before the beginning of the plan year (October 1<sup>st</sup> through September 30<sup>th</sup>). Each teacher hired after September 15<sup>th</sup> may enroll in the Section 125 Plan within his/her first sixty (60) days of employment and during his/her first year of employment only, the Section 125 Plan year will begin the first of the month following the teacher's first sixty (60) days of employment and will end on the following September 30<sup>th</sup>. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph e below (Forfeiture of Unused Allocations). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

- c. Dependent Care FSA

- 1) Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5,000 per year), and receive a corresponding credit

under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

- 2) The salary reduction and corresponding credits will be made and issued in eighteen (18) equal installments, beginning with the last pay in October.
- 3) No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

d. Health Care FSA

- 1) Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to the IRS maximum allowable amount per year (exclusive of any teacher contributions for health coverage), and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.
- 2) The salary reduction shall be made in eighteen (18) equal installments beginning with the last pay in October.

e. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In the event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year.

f. Plan Administrator

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator.

10. Such other purposes mutually agreeable to the Board and the Association President or as required by law.

## ARTICLE 42

### SALARY AND OTHER COMPENSATION

- A. For the term of this Agreement, all teachers shall be paid according to the attached salary schedule(s). Hours indicated (+6, +12, +18, +24, +30, +36, +42, and +48) are semester hours. One-quarter hour is equivalent to 2/3 semester hours.

- B. For the purposes of advancement on the salary schedule, a teacher who works a minimum of one hundred twenty (120) days in each school year, with each day consisting of at least three and one-half (3-1/2) hours shall be granted a year of experience.
- C. "Longevity" for the purposes of the salary schedule shall mean years of service. Bargaining unit members hired after January 1, 1994, will continue to receive a longevity increase based upon years of teaching service granted upon employment with the North Royalton City School District. By way of example, a teacher hired after the above date with seven (7) years of teaching experience but placed on Step 5 of the North Royalton salary schedule will receive his or her first longevity payment for year 20 (i.e. payment after 19 years of credited service) following completion of fourteen (14) years of teaching in North Royalton. Similarly, a teacher hired in with three (3) years and placed on Step 3 must work 16 years to obtain longevity, while a teacher new to the profession and hired in at Step 0 would need to work for nineteen (19) years in the District to qualify for longevity. These calculations will apply going forward with the 25th and 31st longevity steps as well.
- D. Service credit awarded to teachers new to the North Royalton City Schools shall be consistent with Board policy. A year of service credit for prior substitute teaching or tutoring experience shall be granted only if the teacher has taught or tutored one hundred twenty (120) days or more in any one (1) school district, with each day consisting of a minimum of four (4) hours. As long as appropriate credit is awarded within these parameters, the Board's determination of service credit for teachers new to the North Royalton City Schools shall not be subject to challenge through the grievance procedure or otherwise.
- E. Teachers who perform supplemental duties will be compensated according to that schedule.
- F. Teachers who enroll in college coursework that is outside of their area(s) of certification/licensure in teaching responsibilities must obtain the prior approval of the Superintendent or his/her designee if they wish to obtain credit on the salary schedule. Courses taken to qualify a teacher for guidance or administration need not be approved.
- G. A maximum of twelve (12) semester hours of undergraduate courses will be approved for pay on the salary schedule beyond the MA level provided:
  - 1. That the courses are in the teacher's teaching field or closely allied to it, and taken to improve classroom teaching ability; and
  - 2. That the courses are approved in advance by the Superintendent or his/her designee.
- H. A committee shall be formed to review areas of dispute involving F and G above. The committee shall be ongoing and be composed of the Association President and one other Association member, the Superintendent and the Assistant Superintendent. In case of continued dispute, the Association or any of its members may initiate the Grievance Procedure.
- I. Salary adjustments due to earned college credits will be calculated on September 30<sup>th</sup> and/or March 31<sup>st</sup>, retroactive to September 1<sup>st</sup> and March 1<sup>st</sup> (or the nearest payroll beginning date after September 1<sup>st</sup> and March 1<sup>st</sup>), respectively, provided the teacher has supplied documentation, which is satisfactory and can be verified, to the Superintendent or his/her designee on or before September 30 or March 31. Provisions of Article 42, F, G and H continue to be applicable.

J. Enrichment and Evening Classes

Teachers shall be paid .0007 of the BA base salary per hour for teaching enrichment and evening classes.

K. Small Group Instructors (formerly Remedial Reading, LD and Chapter I Tutors)

1. Small Group Instructors shall be considered hourly employees hired to work either a 7.5 hour day or a 3.75 hour day. All SGI's hired prior to June 1, 2018 shall be placed at 7.5 hours.
2. Small Group Instructors shall be paid at an hourly rate equivalent to the "0" step of either the "B" column or the "MA" column of the teacher salary schedule depending on the degree status of the individual. (The hourly rate is determined by taking the salary amount divided by 185 days which is then divided by 7.5 hours). Thereafter, for each year of service to the District, additional years will be granted on the teacher salary schedule.
  - a. Additional educational credit may be given on the salary schedule for qualifying coursework earned subsequent to the beginning of the 2006-07 school year.
  - b. Any current SGI whose present hourly rate exceeds those set forth in K.1., above, will be placed at the appropriate step of the B or MA column which is the first to equal or exceed his/her current hourly rate. He/she will then be able to step from that point each year. Additional increases for educational credits will be the same as set forth in K.1., above.
3. Each Small Group Instructor shall be paid at his/her hourly rate to attend Open House, faculty meetings, parent-teacher conferences, in-service sessions, team meetings and committee meetings if required by the administration to attend.
4. Each Small Group Instructor shall be compensated at his/her hourly rate when assigned bus duty.
5. Each Small Group Instructor shall be paid for his/her lunch time if he/she works a minimum of a five (5) hour day.
6. If a student is absent, the Small Group Instructor shall still be paid for the time at his/her hourly rate.
7. Each Small Group Instructor shall be compensated at his/her hourly rate to write IEPs.

L. Summer School Instruction

Teachers shall be paid .0007 of the BA base salary per hour. Teachers will also be paid for a minimum of one (1) hour preparation for each hour of instruction taught in a single summer school day [i.e., if the course being taught is a five (5) hour course, the teacher would receive payment for the five (5) hours of preparation on a one-time basis; if the course being taught is a two (2) hour course, the teacher would receive payment for two (2) hours of preparation on a one-time basis].

M. Pay Periods

1. Teachers' annual contract salary shall be paid in twenty-six (26) equal bi-weekly installments (every other Friday). When the normal pay date falls on a day when school is not in session, the pay date will be advanced to the last day in session prior to the regular pay date, or sent by regular United States mail so that it is received on or before the regular pay date.
2. Electronic Transfer - The salary of all teachers shall be paid by electronic transfer to an institution of the teacher's choice. Only one (1) change of institution may be made each year.
3. The Board shall pay all monies due a deceased teacher other than insurance payments or other monies it does not directly control no later than the second pay date following the pay period in which the Board becomes aware of the teacher's death. Such payment shall be made to the teacher's spouse or at the request of the teacher, to a designated beneficiary. If there is no spouse or designated beneficiary, payment shall be made to the deceased's estate.

N. Merit Incentive For Attendance Payments

1. Each teacher who has used no sick leave during the past school year shall receive a merit incentive for attendance payment for that year of \$250. Each teacher who has used no personal leave or unpaid leave during the past school year shall receive a merit incentive for attendance payment for that year of \$250. Such payments shall be payable in July. A teacher who uses personal leave for religious observance reasons is considered not to have used a day(s) of personal leave.
2. Each teacher who uses one (1) day of sick leave during the past school year shall receive a merit incentive for attendance payment for that year of \$125. Each teacher who uses one (1) day of personal leave during the past school year shall receive a merit incentive for attendance payment for that year of \$125. Such payments shall be payable in July. A teacher who uses personal leave for religious observance reasons is considered not to have used a day(s) of personal leave.
3. Assuming personal leave has not otherwise been converted to sick leave pursuant to Article 18, paragraph B.8. (Appendix D), a teacher will automatically receive merit incentive for attendance compensation, if eligible, without submitting any additional forms.
4. Payments received by teachers under this Section are not available for teachers employed or returning from leave following the end of the first nine-week grading period of any school year. Teachers who are part-time or job sharing are eligible for a prorated incentive only, based upon the percentage of their workday or approved job share.
5. A teacher receiving merit incentive for attendance is ineligible to convert personal leave to sick leave as provided under Article 18 B. 8.

O. Payment and Deferral of Severance Pay and/or Retirement Incentive Plan

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the



- “IRC”), certain retiring teachers shall have their “Severance Pay” (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a “TSA”). Such payment shall be in lieu of the payment being made directly to the retired teacher; and such payment shall eliminate all sick leave credit of the retired teacher. For purposes of this Section, this arrangement is referred to as the 403(b) Plan.
2. For purposes of the 403(b) Plan, the term “Severance Pay” shall include:
    - a. any Severance Pay that a member is entitled to on account of “retirement,” pursuant to Article 39 of this Agreement, and/or
    - b. any Retirement Incentive payment that a teacher is entitled to (if applicable).
  3. Participation in the 403(b) Plan shall be mandatory for any teacher who:
    - a. is employed by the District,
    - b. is entitled to Severance Pay, and
    - c. is, or will be, age 55 years or older in the calendar year in which he/she retires, or, in the case of a retired/rehired teacher, resigns.
  4. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the participant as Severance Pay.
  5. The required contribution to the 403(b) Plan shall be made within the timeframe provided for payment of severance pay under the applicable provisions of Article 39 and shall be made within the timeframe described regarding the payment of Retirement Incentive pay (if applicable).
  6. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSAs that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. This process shall be repeated for up to five calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year; and if there are still any remaining excess amounts in the fifth calendar year after retirement, the remaining excess shall be paid in cash to the retired teacher.
  7. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. A successor company(ies) to AIG VALIC may be selected at any time by mutual agreement of the Board and the Association.

8. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the 403(b) Plan provider and shall be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan provider's contract.
9. A teacher who is entitled to Severance Pay under Article 39 of this Agreement and who is not an eligible participant in the 403(b) Plan, will continue to be eligible for any and all severance payments in accordance with Article 39 and/or Retirement Incentive payments (if applicable) in accordance with any Retirement Incentive language bargained. Any such teacher may elect to defer such payments to a TSA as permitted by law and Board policy.
10. The Plan year of the 403(b) Plan shall be the calendar year starting with January, 2007.
11. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan participants.
12. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

North Royalton City School District  
 Certificated/Licensed Salary Schedule  
 Effective August 1, 2018

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>B</b>	1,000	1,047	1,095	1,142	1,211	1,259	1,306	1,354	1,401	1,449	1,496	1,544	1,591	1,639	1,742	
	41,138	43,071	45,046	46,980	49,818	51,793	53,726	55,701	57,634	59,609	61,542	63,517	65,451	67,425	71,662	
<b>BA+6</b>	1,012	1,059	1,107	1,154	1,223	1,270	1,318	1,365	1,413	1,460	1,508	1,555	1,603	1,650	1,754	
	41,632	43,565	45,540	47,473	50,312	52,245	54,220	56,153	58,128	60,061	62,036	63,970	65,944	67,878	72,156	
<b>BA+12</b>	1,023	1,071	1,118	1,166	1,234	1,282	1,329	1,377	1,424	1,472	1,519	1,567	1,614	1,662	1,766	
	42,084	44,059	45,992	47,967	50,764	52,739	54,672	56,647	58,581	60,555	62,489	64,463	66,397	68,371	72,650	
<b>BA+18</b>	1,035	1,082	1,130	1,177	1,246	1,293	1,341	1,388	1,436	1,483	1,531	1,578	1,626	1,673	1,778	
	42,578	44,511	46,486	48,419	51,258	53,191	55,166	57,100	59,074	61,008	62,982	64,916	66,890	68,824	73,143	
<b>BA+24</b>	1,046	1,094	1,141	1,189	1,258	1,305	1,363	1,400	1,448	1,495	1,543	1,590	1,638	1,685	1,791	
	43,030	45,005	46,938	48,913	51,752	53,685	55,671	57,593	59,568	61,501	63,476	65,409	67,384	69,318	73,678	
<b>BA+30</b>	1,058	1,109	1,159	1,210	1,282	1,332	1,383	1,434	1,484	1,535	1,586	1,636	1,687	1,738	1,850	
	43,524	45,622	47,679	49,777	52,739	54,796	56,894	58,992	61,049	63,147	65,245	67,302	69,400	71,498	76,105	
<b>MA</b>	1,070	1,126	1,182	1,237	1,315	1,370	1,426	1,482	1,538	1,594	1,650	1,706	1,762	1,818	1,874	2,000
	44,018	46,321	48,625	50,888	54,096	56,359	58,663	60,967	63,270	65,574	67,878	70,181	72,485	74,789	77,093	82,276
<b>MA+6</b>	1,081	1,137	1,193	1,249	1,326	1,382	1,438	1,494	1,550	1,606	1,662	1,718	1,774	1,830	1,886	2,010
	44,470	46,774	49,078	51,381	54,549	56,853	59,156	61,460	63,764	66,068	68,371	70,675	72,979	75,283	77,586	82,687
<b>MA+12</b>	1,093	1,149	1,205	1,261	1,338	1,394	1,450	1,506	1,562	1,617	1,673	1,729	1,785	1,841	1,897	2,022
	44,964	47,268	49,571	51,875	55,043	57,346	59,650	61,954	64,258	66,520	68,824	71,128	73,431	75,735	78,039	83,181
<b>MA+18</b>	1,104	1,160	1,216	1,272	1,349	1,405	1,461	1,517	1,573	1,629	1,685	1,741	1,797	1,853	1,909	2,034
	45,416	47,720	50,024	52,328	55,495	57,799	60,103	62,406	64,710	67,014	69,318	71,621	73,925	76,229	78,532	83,675
<b>MA+24</b>	1,116	1,172	1,228	1,284	1,361	1,417	1,473	1,529	1,585	1,641	1,697	1,753	1,809	1,864	1,920	2,046
	45,910	48,214	50,517	52,821	55,989	58,293	60,596	62,900	65,204	67,507	69,811	72,115	74,419	76,681	78,985	84,168
<b>MA+30</b>	1,128	1,184	1,240	1,296	1,373	1,429	1,484	1,540	1,596	1,652	1,708	1,764	1,820	1,876	1,932	2,058
	46,404	48,707	51,011	53,315	56,482	58,786	61,049	63,353	65,656	67,960	70,264	72,567	74,871	77,175	79,479	84,662
<b>MA+36</b>	1,139	1,196	1,253	1,310	1,388	1,445	1,502	1,559	1,616	1,673	1,730	1,787	1,844	1,901	1,958	2,087
	46,856	49,201	51,546	53,891	57,100	59,444	61,789	64,134	66,479	68,824	71,169	73,514	75,858	78,203	80,548	85,855
<b>MA+42</b>	1,151	1,208	1,265	1,322	1,400	1,457	1,514	1,571	1,628	1,685	1,742	1,799	1,856	1,913	1,970	2,099
	47,350	49,695	52,040	54,384	57,593	59,938	62,283	64,628	66,973	69,318	71,662	74,007	76,352	78,697	81,042	86,349
<b>MA+48</b>	1,163	1,220	1,277	1,334	1,412	1,469	1,526	1,583	1,640	1,697	1,754	1,811	1,868	1,925	1,982	2,112
	47,843	50,188	52,533	54,878	58,087	60,432	62,777	65,121	67,466	69,811	72,156	74,501	76,846	79,191	81,536	86,883
<b>PhD</b>	1,186	1,247	1,308	1,369	1,452	1,513	1,574	1,635	1,697	1,758	1,819	1,880	1,941	2,003	2,064	2,202
	48,790	51,299	53,809	56,318	59,732	62,242	64,751	67,261	69,771	72,281	74,790	77,300	79,809	82,319	84,829	90,586

Longevity is 9.00% of Base Rate at the 20th year, 13.5% of the Base Rate at the 25th year and 16.5% of the Base Rate at the 31st year.

North Royalton City Schools

Certificated/Licensed Salary Schedule

Effective August 1, 2019

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>B</b>	1.000	1.047	1.095	1.142	1.211	1.259	1.306	1.354	1.401	1.449	1.496	1.544	1.591	1.639	1.742	
	41,961	43,933	45,947	47,919	50,815	52,829	54,801	56,815	58,787	60,801	62,774	64,788	66,760	68,774	73,096	
<b>BA+6</b>	1.012	1.059	1.107	1.154	1.223	1.270	1.318	1.365	1.413	1.460	1.508	1.555	1.603	1.650	1.754	
	42,465	44,437	46,451	48,423	51,318	53,290	55,305	57,277	59,291	61,263	63,277	65,249	67,263	69,236	73,600	
<b>BA+12</b>	1.023	1.071	1.118	1.166	1.234	1.282	1.329	1.377	1.424	1.472	1.519	1.567	1.614	1.662	1.766	
	42,926	44,940	46,912	48,927	51,780	53,794	55,766	57,780	59,752	61,767	63,739	65,753	67,725	69,739	74,103	
<b>BA+18</b>	1.035	1.082	1.130	1.177	1.246	1.293	1.341	1.388	1.436	1.483	1.531	1.578	1.626	1.673	1.778	
	43,430	45,402	47,416	49,388	52,283	54,256	56,270	58,242	60,256	62,228	64,242	66,214	68,229	70,201	74,607	
<b>BA+24</b>	1.046	1.094	1.141	1.189	1.258	1.305	1.363	1.400	1.448	1.495	1.543	1.590	1.638	1.685	1.791	
	43,891	45,905	47,878	49,892	52,787	54,759	57,193	58,745	60,760	62,732	64,746	66,718	68,732	70,704	75,152	
<b>BA+30</b>	1.058	1.109	1.159	1.210	1.282	1.332	1.383	1.434	1.484	1.535	1.586	1.636	1.687	1.738	1.850	
	44,395	46,535	48,633	50,773	53,794	55,892	58,032	60,172	62,270	64,410	66,550	68,648	70,788	72,928	77,628	
<b>MA</b>	1.070	1.126	1.182	1.237	1.315	1.370	1.426	1.482	1.538	1.594	1.650	1.706	1.762	1.818	1.874	2.000
	44,898	47,248	49,598	51,906	55,179	57,487	59,836	62,186	64,536	66,886	69,236	71,585	73,935	76,285	78,635	83,922
<b>MA+6</b>	1.081	1.137	1.193	1.249	1.326	1.382	1.438	1.494	1.550	1.606	1.662	1.718	1.774	1.830	1.886	2.010
	45,360	47,710	50,059	52,409	55,640	57,990	60,340	62,690	65,040	67,389	69,739	72,089	74,439	76,789	79,138	84,342
<b>MA+12</b>	1.093	1.149	1.205	1.261	1.338	1.394	1.450	1.506	1.562	1.617	1.673	1.729	1.785	1.841	1.897	2.022
	45,863	48,213	50,563	52,913	56,144	58,494	60,843	63,193	65,543	67,851	70,201	72,551	74,900	77,250	79,600	84,845
<b>MA+18</b>	1.104	1.160	1.216	1.272	1.349	1.405	1.461	1.517	1.573	1.629	1.685	1.741	1.797	1.853	1.909	2.034
	46,325	48,675	51,025	53,374	56,605	58,955	61,305	63,655	66,005	68,354	70,704	73,054	75,404	77,754	80,104	85,349
<b>MA+24</b>	1.116	1.172	1.228	1.284	1.361	1.417	1.473	1.529	1.585	1.641	1.697	1.753	1.809	1.864	1.920	2.046
	46,828	49,178	51,528	53,878	57,109	59,459	61,809	64,158	66,508	68,858	71,208	73,558	75,907	78,215	80,565	85,852
<b>MA+30</b>	1.128	1.184	1.240	1.296	1.373	1.429	1.484	1.540	1.596	1.652	1.708	1.764	1.820	1.876	1.932	2.058
	47,332	49,682	52,032	54,381	57,612	59,962	62,270	64,620	66,970	69,320	71,669	74,019	76,369	78,719	81,069	86,356
<b>MA+36</b>	1.139	1.196	1.253	1.310	1.388	1.445	1.502	1.559	1.616	1.673	1.730	1.787	1.844	1.901	1.958	2.087
	47,794	50,185	52,577	54,969	58,242	60,634	63,025	65,417	67,809	70,201	72,593	74,984	77,376	79,768	82,160	87,573
<b>MA+42</b>	1.151	1.208	1.265	1.322	1.400	1.457	1.514	1.571	1.628	1.685	1.742	1.799	1.856	1.913	1.970	2.099
	48,297	50,689	53,081	55,472	58,745	61,137	63,529	65,921	68,313	70,704	73,096	75,488	77,880	80,271	82,663	88,076
<b>MA+48</b>	1.163	1.220	1.277	1.334	1.412	1.469	1.526	1.583	1.640	1.697	1.754	1.811	1.868	1.925	1.982	2.112
	48,801	51,192	53,584	55,976	59,249	61,641	65,543	66,424	68,816	71,208	73,600	75,991	78,383	80,775	83,167	88,622
<b>PhD</b>	1.186	1.247	1.308	1.369	1.452	1.513	1.574	1.635	1.697	1.758	1.819	1.880	1.941	2.003	2.064	2.202
	49,766	52,325	54,885	57,445	60,927	63,487	66,047	68,606	71,208	73,767	76,327	78,887	81,446	84,048	86,608	92,398

Longevity is 9.00% of Base Rate at the 20th year, 13.5% of the Base Rate at the 25th year and 16.5% of the Base Rate at the 31st year.

North Royalton City Schools

Certificated/Licensed Salary Schedule  
Effective August 1, 2020

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>B</b>	1.000	1.047	1.095	1.142	1.211	1.259	1.306	1.354	1.401	1.449	1.496	1.544	1.591	1.639	1.742	
	42,800	44,812	46,866	48,878	51,831	53,885	55,897	57,951	59,963	62,017	64,029	66,083	68,095	70,149	74,558	
<b>BA+6</b>	1.012	1.059	1.107	1.154	1.223	1.270	1.318	1.365	1.413	1.460	1.508	1.555	1.603	1.650	1.754	
	43,314	45,325	47,380	49,391	52,344	54,356	56,410	58,422	60,476	62,488	64,542	66,554	68,608	70,620	75,071	
<b>BA+12</b>	1.023	1.071	1.118	1.166	1.234	1.282	1.329	1.377	1.424	1.472	1.519	1.567	1.614	1.662	1.766	
	43,784	45,839	47,850	49,905	52,815	54,870	56,881	58,936	60,947	63,002	65,013	67,088	69,079	71,134	75,585	
<b>BA+18</b>	1.035	1.082	1.130	1.177	1.246	1.293	1.341	1.388	1.436	1.483	1.531	1.578	1.626	1.673	1.778	
	44,298	46,310	48,364	50,376	53,329	55,340	57,395	59,406	61,461	63,472	65,527	67,538	69,593	71,604	76,098	
<b>BA+24</b>	1.046	1.094	1.141	1.189	1.258	1.305	1.353	1.400	1.448	1.495	1.543	1.590	1.638	1.685	1.791	
	44,769	46,823	48,835	50,889	53,842	55,854	57,908	59,920	61,974	63,986	66,040	68,052	70,106	72,118	76,655	
<b>BA+30</b>	1.058	1.109	1.159	1.210	1.282	1.332	1.383	1.434	1.484	1.535	1.586	1.636	1.687	1.738	1.850	
	45,282	47,465	49,605	51,788	54,870	57,010	59,192	61,375	63,515	65,698	67,881	70,021	72,204	74,386	79,180	
<b>MA</b>	1.070	1.126	1.182	1.237	1.315	1.370	1.426	1.482	1.538	1.594	1.650	1.706	1.762	1.818	1.874	2.000
	45,796	48,193	50,590	52,944	56,282	58,636	61,033	63,430	65,826	68,223	70,620	73,017	75,414	77,810	80,207	85,600
<b>MA+6</b>	1.081	1.137	1.193	1.249	1.326	1.382	1.438	1.494	1.550	1.606	1.662	1.718	1.774	1.830	1.886	2.010
	46,267	48,664	51,060	53,457	56,753	59,150	61,548	63,943	66,340	68,737	71,134	73,530	75,927	78,324	80,721	86,028
<b>MA+12</b>	1.093	1.149	1.205	1.261	1.338	1.394	1.450	1.506	1.562	1.617	1.673	1.729	1.785	1.841	1.897	2.022
	46,780	49,177	51,574	53,971	57,266	59,663	62,060	64,457	66,854	69,208	71,604	74,001	76,398	78,795	81,192	86,542
<b>MA+18</b>	1.104	1.160	1.216	1.272	1.349	1.405	1.461	1.517	1.573	1.629	1.685	1.741	1.797	1.853	1.909	2.034
	47,251	49,648	52,045	54,442	57,737	60,134	62,531	64,928	67,324	69,721	72,118	74,515	76,912	79,308	81,705	87,055
<b>MA+24</b>	1.116	1.172	1.228	1.284	1.361	1.417	1.473	1.529	1.585	1.641	1.697	1.753	1.809	1.864	1.920	2.046
	47,765	50,162	52,558	54,955	58,251	60,648	63,044	65,441	67,838	70,235	72,632	75,028	77,425	79,779	82,176	87,569
<b>MA+30</b>	1.128	1.184	1.240	1.296	1.373	1.429	1.484	1.540	1.596	1.652	1.708	1.764	1.820	1.876	1.932	2.058
	48,278	50,675	53,072	55,469	58,764	61,161	63,515	65,912	68,309	70,706	73,102	75,499	77,896	80,293	82,690	88,082
<b>MA+36</b>	1.139	1.196	1.253	1.310	1.388	1.445	1.502	1.559	1.616	1.673	1.730	1.787	1.844	1.901	1.958	2.087
	48,749	51,189	53,628	56,068	59,406	61,846	64,286	66,725	69,165	71,604	74,044	76,484	78,923	81,363	83,802	89,324
<b>MA+42</b>	1.151	1.208	1.265	1.322	1.400	1.457	1.514	1.571	1.628	1.685	1.742	1.799	1.856	1.913	1.970	2.099
	49,263	51,702	54,142	56,582	59,920	62,360	64,799	67,239	69,678	72,118	74,558	76,997	79,437	81,876	84,316	89,837
<b>MA+48</b>	1.163	1.220	1.277	1.334	1.412	1.469	1.526	1.583	1.640	1.697	1.754	1.811	1.868	1.925	1.982	2.112
	49,776	52,216	54,656	57,095	60,434	62,873	65,312	67,752	70,192	72,632	75,071	77,511	79,950	82,390	84,830	90,394
<b>PhD</b>	1.186	1.247	1.308	1.369	1.452	1.513	1.574	1.635	1.697	1.758	1.819	1.880	1.941	2.003	2.064	2.202
	50,761	53,372	55,982	58,593	62,146	64,756	67,367	69,978	72,589	75,200	77,811	80,422	83,033	85,644	88,255	94,246

Longevity is 9.00% of Base Rate at the 20th year, 13.5% of the Base Rate at the 25th year and 16.5% of the Base Rate at the 31st year.

## ARTICLE 43

### SUPPLEMENTAL CONTRACTS

- A. A separate supplemental contract shall be issued for all teachers performing supplemental activities contained in the Supplemental Salary Schedule which is developed annually by the Supplemental Salary Committee. Said contract will contain specific activity or activities and the stipend for each and shall be for a period of one (1) year. Each supplemental contract shall expire on the date stated therein without further notice to the teacher.
  
- B. A teacher offered a supplemental contract pursuant to this provision shall execute and return such contract to the Board Treasurer or his/her designee at such time as shall be indicated in the contract; failure to execute and timely return the contract as provided herein shall constitute a rejection of such offer of employment. Experienced coaches new to the North Royalton City School District will be placed on the Supplemental Salary Schedule at the discretion of the Superintendent or his/her designee.
  
- C. Payment for supplemental duties shall be as set forth in the Supplemental Salary Schedule as determined by the Supplemental Salary Committee on an annual basis. If a teacher is unable to fulfill the responsibilities of a supplemental contract, he/she may only be paid the pro-rata portion of the contract for work completed. The remaining portion of the supplemental contract may be reassigned with the corresponding prorated payment at the level of pay determined for the approved individual filling such position. The proration of a supplemental contract will be necessary when the teacher has been unable to fulfill the duties/responsibilities of the supplemental contract for five (5) consecutive work days (unless the nature of the supplemental contract requires the immediate assignment of an approved individual to those supplemental contract duties/responsibilities) or when the teacher discontinues active employment due to a leave of absence or resignation. If the teacher is able to resume the duties/responsibilities of the supplemental contract he/she will be compensated on a pro-rated basis. It is understood by the Association and the Board that many bargaining unit members have traditionally taken the initiative to invest time in the performance of supplemental duties either before or after the contract year (and/or athletic season) in an effort to enhance student outcomes in the underlying activity. Though encouraged, the parties recognize and acknowledge that there is no expectancy of payment for these laudable efforts in the event the supplemental activity is determined not to proceed in any contract year, due to insufficient numbers, operational concerns and/or economic conditions. However, should a coach or activity advisor put in preparation time before the beginning of the actual activity/season, they may turn in a time sheet for up to (4) four hours of compensation to be paid at the current established hourly supplemental rate. The time sheet needs to be reviewed and approved by the building principal prior to being sent to payroll. As such, all supplemental contracts will contain language to reflect this disclaimer/acknowledgement.
  
- D. Club advisors not included within the Supplemental Salary Schedule shall be paid, on a time-sheet basis, a rate of .0003 of the B.A. base salary per hour for those duties performed outside the seven and one-half (7-1/2) hour teacher day. To be eligible for payment, advisors must be recommended by the building principal and approved by the Superintendent and Board for supplemental pay prior to October of each school year. All scheduled activities must have prior approval of the building principal. The number of hours to be spent by the club advisor for that activity shall be agreed at the beginning of the school year between the advisor and the building principal, but shall not exceed seventy-five (75) hours except for the High School Science Club. The number of hours may be

changed by reason of extenuating circumstances during the school year upon agreement of the club advisor and the building principal. In addition:

1. The number of hours allocated for club activities may vary from school year to school year.
2. The principal of the building in which the club is primarily operated will confer with each club advisor regarding the number of hours that will be authorized for a given school year.
3. The number of authorized hours may increase or decrease from school year to school year, as determined by the needs of the students and by the available financial resources; said number of authorized hours shall be determined by the principal and authorized by the District Treasurer.
4. As warranted, the hours that may have been approved for a club in the preceding school year may be reduced for the subsequent school year and those hours reduced transferred to another club; said adjustments shall be determined by the principal and authorized by the District Treasurer.
5. In those limited instances when necessary and contingent upon available financial resources, the seventy-five (75) hour maximum may be exceeded to meet the needs of the students at that time, as determined by the principal and authorized by the District Treasurer.
6. For the club advisor to be eligible for compensation under this Section the club must meet the following guidelines for supplemental pay of club advisors:
  - a. Written Constitution;
  - b. Elected officers, including a secretary to record minutes of all meetings;
  - c. Stated program goals and budget proposal for school year;
  - d. Recommended by principal and approved by Superintendent;
  - e. Written job description approved by Superintendent; and
  - f. Minimum criteria:
    - 1) Continuous activity throughout the year;
    - 2) Have the equivalency of one meeting per week. Activity should be a minimum of one-half (1/2) hour in length;
    - 3) Have a minimum student participation of ten (10) unless otherwise approved by the Supplemental Committee;
    - 4) Have a minimum of ten (10) hours of student participation outside the teacher seven and one-half (7-1/2) hour school day; and
    - 5) Should be conducted in coordination with the school building administration.

- E. Persons who are responsible for evening musical performances and who are not covered by a supplemental pay schedule will be paid as set forth in the preceding paragraph. All criteria set forth in the preceding paragraph shall be followed with the exception of the club advisor guidelines.
- F. Machinery Maintenance - This position shall be paid at three (3) days teacher's pay at the teacher's per diem rate.
- G. Supplemental Salary Committee
  - 1. A Supplemental Salary Committee shall be established, to deal with both athletic and non-athletic supplementals. This Committee shall consist of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The functions of this Committee shall include:
    - a. The addition of new positions and the determination of the appropriate compensation;
    - b. Changes in the present supplemental salary schedules; and
    - c. Increasing the number of coaches and/or advisors.
  - 2. This Committee shall meet once each year or more often upon agreement of a majority of the Committee.
  - 3. Action of the Committee shall be in writing, signed by a majority of the full membership of the Committee.
  - 4. Any changes in supplementals shall become a part of this Agreement upon action by the Committee.
- H. The terms and conditions of supplemental contracts and duties under this Article shall continue to be collaboratively developed on an annual basis through the Supplemental Contract Committee. Once consensus is achieved, each teacher will be issued a copy of an updated schedule of the revised version of this Article, complete with salary grid information. The updated schedule, complete with salary grid information, shall be considered part of the Agreement.
- I. Effective with the 2010-2011 contract year, two (2) supplemental contract salary steps will be provided for (a) years 1-5 and, (b) for years 6 and beyond for academic supplemental contracts. However, current academic supplemental contract holders in the bargaining unit will remain on the prior salary schedule unless or until there is a break in continuous service in a supplemental position, at which point, upon subsequent re-employment in that supplemental position, the new schedule (years 1-5 and year 6 and beyond) will apply.

#### ARTICLE 44

##### PEER ASSISTANCE FOR PROFESSIONAL DEVELOPMENT (PAPD)

- A. The Peer Assistance for Professional Development (PAPD) is a mentoring program where teachers support one another in efforts toward ongoing professional development.



B. The PAPD Program is overseen by the Peer Assistance Team (PAT). Those teachers being mentored will be referred to as participating teachers, and those teachers in the role of mentor will be referred to as consulting teachers.

C. The Peer Assistance Team (PAT)

1. The Peer Assistance Team generally manages the PAPD along with determining the specific details of the PAPD program, including but not limited to:

- a. Approving all necessary forms and documents;
- b. Establishing operational procedures;
- c. Selecting the consulting teachers; and
- d. Monitoring and evaluating the effectiveness of the PAPD program.

2. Composition of Peer Assistance Team (PAT)

- a. The Peer Assistance Team is composed of one (1) teacher from each building and three (3) administrators. The teachers are selected by the Association and the administrators are selected by the Superintendent.
  - b. Among the teacher members of PAT, there must be at least one (1) elementary teacher, one (1) middle school teacher, and one (1) high school teacher.
  - c. This committee shall have co-chairpersons. The teacher members shall select the teacher co-chairperson, and the administrative members shall select the administrative co-chairperson.
3. PAT shall have regularly scheduled quarterly meetings and such other special meetings as are determined necessary by PAT.
4. PAT members shall be compensated at an hourly rate equal to .0007 of the BA base salary.

D. Participating Teachers

1. Teachers on a 4 year initial license and who will participate in the Resident Educator process during a given school year must be participating teachers in the PAPD program:
2. The following may be eligible to be participating teachers in the PAPD program, upon the recommendation of the PAT and approval of the Superintendent:
  - a. Long-term substitutes (as defined in Article 36) new to the School District; and
  - b. Experienced teachers new to the School District.
3. The Superintendent or his/her designee may assign an individual to be a participating teacher as part of a plan for professional development and instructional improvement.

4. Any other teacher may request to be a participating teacher, but unless otherwise required, participation must be recommended by PAT and approved by the Superintendent.

## ARTICLE 45

### LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (NRPDC)

In compliance with Ohio Revised Code, the North Royalton Professional Development Committee (NRPDC) is hereby created to administer the professional development of all educators employed by the District, according to the provisions of this Article. As used in this Article, "educator" means all persons employed by the School District in positions for which a certificate or license is required by the Ohio Department of Education, including administrators. The NRPDC approval of course work for licensure is separate and apart from the approval of coursework for salary schedule purposes.

#### A. Committee Composition: Three Teachers, Two Administrators

1. The NRPDC shall be composed of five members: three teacher representatives, two administrators designated by the Superintendent.
2. The teacher representatives will be selected by the Association; the administrator representative will be selected by the Superintendent. The preference of the parties is that one of the teacher representatives shall be from the elementary level, one from the middle school level and one from the high school level. The Association will take that preference into consideration when making its selection of teacher members on the NRPDC, but is not bound to selecting a teacher from each level.
3. When an administrator's Professional Development Plan is being considered, the Superintendent will appoint an additional administrator to the NRPDC and one teacher member of the Committee will not participate in the process.

#### B. Committee Procedures

The NRPDC shall adopt rules and such forms as may be appropriate for the conduct of the business of the Committee.

#### C. Compensation

Members of the NRPDC shall be compensated annually for services as members of the Committee at 2% of the BA base salary.

#### D. Training

Committee members shall be afforded the opportunity to attend training related to the performance of his/her duties as a member of the NRPDC, subject to the Superintendent's approval. When such training occurs during the regular workday, release time shall be granted.

E. Decisions of NRPDC Not Grievable

No decision of the NRPDC or the NRPDC appeals process (any and all steps) is grievable.

ARTICLE 46

RESIDENT EDUCATOR

A. Introduction

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.

B. Definitions

1. Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Resident Educator Program Coordinator (REPC)

The Resident Educator Program Coordinator shall be appointed by the Superintendent or his/her designee to coordinate the District's Resident Educator program. Eligibility criteria for selection as REPC shall be the same as the Mentor Teacher provided the REPC shall be required to have a least five (5) years of teaching experience in the North Royalton Schools and to have completed all other training required of Mentors prior to consideration as the REPC. The REPC shall perform the duties set out in the ODE Guidelines.

- a. The REPC will be granted a one-year supplemental contract and will be paid in accordance with Article 43.
- b. The REPC will not be assigned a duty and the Administration will give consideration to providing flexibility in the REPC's schedule to enhance his/her ability to perform the necessary functions of that position.
- c. Released time will be made available to the REPC as mutually determined by the Superintendent/designee and the REPC.

3. Mentor Teacher

A Mentor Teacher is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

- a. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a supplemental contract and be paid in accordance with Article 43. In addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.
- b. Mentor Teachers will perform mentor teacher duties in addition to his/her regular teaching assignments, but will be granted six (6) days of release time (or their equivalent) for this purpose and be compensated with a yearly stipend of \$2,000.
- c. Mentor Teachers may be assigned one or more Resident Educator as determined by the needs of the Program.

4. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

5. Formative Assessment

Formative assessment - is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Mentors

1. Qualifications

- a. The Mentor Teacher must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.).
- b. The Mentor Teacher must be trained to act as a mentor through the current Ohio Department of Education Resident Educator program, or agree to be trained in the year of assignment as a Mentor Teacher.
- c. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.
- d. The Mentor Teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

2. Selection of the REPC and Mentor Teachers

- a. Selection for Mentor Teacher and REPC positions shall be made by the Superintendent utilizing the ODE Guidelines for the selection of Mentors.

- b. Should no Mentor be available in the area of certification/licensure of a Resident Educator, the Superintendent may assign a Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

D. General

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
3. Neither the REPC nor any Mentor Teacher shall participate in the District's evaluation of any Resident Educator.
4. Neither the REPC nor any Mentor Teacher shall ~~not~~ be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
5. Neither the REPC nor any Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator or REPC/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher or the REPC shall constitute grounds for immediate removal from his/her role as Mentor Teacher or REPC.
6. At any time, if either the Building Principal or REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the NREA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.
7. The REPC and all Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
8. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

ARTICLE 47

INTERACTIVE DISTANCE LEARNING

If the Board elects to participate in programs utilizing interactive distance learning (IDL), the following shall apply:

- A. No teacher shall lose his/her job or have his/her hours reduced as a result of the implementation of IDL.
- B. Assignment of teachers to IDL courses must be mutually agreed to by the teacher and the principal at the originating site.
- C. The originating district shall determine the course of study for each IDL course offered. Each IDL teacher shall be responsible for the content, material selection, instruction, testing, and evaluation of students in the originating and receiving sites.
- D. Course offerings with the North Royalton City School District as the originating site shall be limited to: (1) courses that are not in the existing curriculum, or (2) courses in the existing curriculum that are not being offered due to insufficient student enrollment. It is the preference of the North Royalton City School District to offer courses as regular courses instead of IDL courses. Subject to the limitations contained elsewhere in this Article, the North Royalton City School District reserves the right to extend regular curriculum classes through IDL to remote sites.
- E. Behavior, discipline, and supervision of students at IDL remote sites shall be the responsibility of the remote site district, with input from the IDL teacher.
- F. IDL teachers shall be responsible for setting up and using the equipment according to training guidelines. Installation and major maintenance of IDL equipment shall be the responsibility of the originating district and shall be done in a timely manner.
- G. Video of an IDL course may be used for make-up work for all students enrolled in that IDL course. Remote sites are responsible for their students' make-up work.
- H. Video of IDL courses are the property of the originating site district. If the originating site teacher requests it within five (5) days of the presentation, he/she shall receive a copy of his/her presentation at no cost.
- I. The evaluation of a teacher who teaches an IDL course(s) shall be in accordance with the evaluation process contained in this Agreement. All observations/evaluations shall require the physical presence of the evaluator. No observations or evaluations of IDL presentations for the purpose of professional improvement or renewal or non-renewal of the teacher's contract shall be done or conducted by electronic means. During a teacher's first year of teaching an IDL course, observations and/or evaluations of the teacher's IDL teaching shall have no adverse effect on the teacher's employment status with the Board. This provision has no bearing on the evaluation of the teacher's other classes.
- J. The class size of an IDL course shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Because of the technology involved and because not all students are on site, total class size, including students at the originating site and those at the remote sites, shall not exceed twenty-five (25) students per teacher in no more than one (1) originating and three (3) remote locations unless there is agreement of the originating site teacher. Students at the remote sites shall not exceed the number of stations.
- K. Each IDL teacher shall prepare and video in advance a minimum of two lecture-type (non-interactive) class presentations to be used in the event of the absence of the IDL teacher.

- L. If the North Royalton City School District is the originating site district, each teacher who is teaching a full-year IDL course shall have compensation equal to five percent (5%) of the BA base salary for the first year he/she teachers on the IDL network. The compensation shall be pro-rated for IDL courses that are not a full year in length. However, if a higher rate of compensation is agreed to in the next Agreement, any IDL teacher who taught an IDL course under this Article shall receive in a lump sum the difference between the higher rate and the compensation specified in this provision.
- M. Initial and on-going training regarding IDL shall be made available to each teacher who will be teaching an IDL course. Each teacher participating in NRPDC-approved training outside the normal school day/school year shall be granted appropriate PDUs/CEUs or compensation at .0007 of the BA base salary, at the teacher's option.
- N. If an IDL teacher presents an IDL course outside of the normal school day, his/her teaching schedule shall be adjusted so that the teacher works no more than the regular contracted daily time. If an IDL teacher presents an IDL course outside of the normal school year, he/she shall be compensated at a pro rata amount of his/her normal daily rate of pay. If an evening school course is offered through IDL technology, the provisions of Article 42 shall apply.
- O. An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed according to the provisions of Article 33 of this Agreement.
- P. An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed according to the provisions of Article 33 of this Agreement.

#### ARTICLE 48

#### MASTER TEACHER

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a master teacher in conformance with state law and regulations. Members of the Committee will be compensated at .0007 of the base per hour for approved work outside the work day.

#### ARTICLE 49

#### COLLEGE CREDIT PLUS

- A. District-offered College Credit Plus courses shall be considered part of the regular course offerings for each department in the High School.
  - 1. The opportunity to teach any CCP course offered by the District during the regular school year shall be offered first to members of the bargaining unit who are qualified to teach the specific course.

2. Teachers hired prior to the end of the 2017-2018 school year may choose whether to become qualified to teach CCP courses. Once the teacher is qualified to teach a CCP course offered by the District and accepts such assignment, the teacher may be assigned to teach the class consistent with the assignment of non-CCP classes and in accordance with A.3.
  3. Teachers hired prior to the end of the 2017-2018 school year have the option to decline teaching CCP annually by a date determined by Administration. Teachers who accept the CCP assignment can only be required to teach 2 courses (whose workload is comparable to a high school class) per semester unless mutually agreed upon by the teacher and administration.
  4. Teachers hired after the 2017-2018 school year who meet the criteria and are qualified to teach CCP courses, may not refuse such assignment from District administration.
- B. No evaluation or observation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.
- C. All bargaining unit members who participate in the CCP program shall be provided professional leave to complete the IHE application process and attend required visits to the IHE or to engage in planning with the cooperating instructor. This shall be compensated at a rate of .0007 of the base per hour if it occurs during a non-contractual day. In addition to the applicable leave, the District shall reimburse the bargaining unit member for all necessary and actual expenses (e.g., mileage, meals, etc.).
- D. CCP schedule will follow the High School's schedule unless the IHE mandates students follow the IHE schedule (i.e. 2-3 days per week of class). If following the IHE's schedule, required office hours will be held by the teacher to meet and conference with students as needed and no additional duties may be assigned to bargaining unit members during these times. Students will not be required to attend class on days when the class is not in session. In addition, teachers will not be required to work during the home district's breaks, weekends, any days outside of school calendar, and snow days.
- E. The CCP program will be re-evaluated annually by Administration and representatives of the NREA.



APPENDIX A

ASSAULT LEAVE FORM

NORTH ROYALTON CITY SCHOOLS  
Board of Education  
6579 Royalton Road  
North Royalton, Ohio 44133

Name \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_

Assault leave has been taken in accordance with Ohio Revised Code Section 3319.143 and Article 18 of the Agreement between the North Royalton Board of Education and the North Royalton Education Association.

\_\_\_\_\_ day(s) of assault leave was/were taken beginning on \_\_\_\_\_, 20\_\_\_\_,  
and ending on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.  
Day Month Year

Medical attention \_\_\_\_\_ required.  
(was/was not)

Written statement embracing all facts was submitted to the principal on  
\_\_\_\_\_.

If medical attention was obtained, or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician \_\_\_\_\_

Office Address \_\_\_\_\_  
\_\_\_\_\_

Teacher's signature \_\_\_\_\_

Principal's signature \_\_\_\_\_

Superintendent's signature \_\_\_\_\_

APPENDIX B – GRIEVANCE REPORT

North Royalton City Schools \_\_\_\_\_

Filing Date \_\_\_\_\_

Building and Assignment \_\_\_\_\_

GRIEVANT \_\_\_\_\_

\* \* \* \* \*

LEVEL 1

Date Grievance Discussed with Supervisor/Principal \_\_\_\_\_

Date of Grievance \_\_\_\_\_

Statement of the Alleged Grievance (the precise action or inaction that is claimed to be a violation, misinterpretation or misapplication of the Agreement, or the violation of fair treatment, and reference to the specific contract provision(s) involved, where applicable):

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

Relief sought by the grievant:

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

Date \_\_\_\_\_

Signature of Grievant

Disposition by Principal: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of Principal

Grievant and/or NREA Building or Association Representative Position: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of Building or Association Rep.

DISTRIBUTION:

- 1. Principal
- 2. Building or Association Representative
- 3. Grievant
- \*4. PR&R Committee
- \*5. Superintendent

\*Copies 4 and 5 to be forwarded to PR&R Committee when grievance is processed at Level 2.

ALL PROVISIONS MUST BE STRICTLY OBSERVED IN SETTLEMENT OF GRIEVANCE.

LEVEL 2 . . . .

Date Received by PR & R Committee \_\_\_\_\_

PR & R Position:

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of PR & R Representative

Date Received by Superintendent \_\_\_\_\_

Disposition by Superintendent:

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Position of Grievant and/or Association:

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

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Association Representative

(If grievance enters Level 3, copies of all previous level reports will be filed with the arbiter.)

\* \* \* \* \*

APPENDIX C

NORTH ROYALTON CITY SCHOOLS  
OFFICE OF THE SUPERINTENDENT

CONTINUING CONTRACT (TENURE) APPLICATION

Teacher's Name \_\_\_\_\_

To be considered for continuing contract (tenure) status, the following guidelines must be completed.

1. This form, the Continuing Contract (Tenure) Application, must be on file in the Central Office by September 30<sup>th</sup> of the school year when continuing contract (tenure) is requested.
2. A teacher must have on file by March 1<sup>st</sup> of the school year in which continuing contract (tenure) is requested the following documentation:

For teachers initially licensed prior to January 1, 2011, either:

- A. A Professional or Permanent teaching certificate, or
- B. A Professional Educator's License and documentation of either of the following:
  - 1) If a Master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, the applicant must have completed thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
  - 2) If a Master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
- C. A letter from the Ohio State Department of Education indicating that a teacher has met all of the requirements for a professional certificate/license can be used in place of the actual certificate/license until the certificate/license is issued. The certificate/license must be on file by October 1<sup>st</sup> of the following school year or the teacher will not have continuing contract status and must reapply.

For teachers initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

- 1) Holds a professional, senior professional, or lead professional license;
- 2) Has held an educator's license for at least seven (7) years; and
- 3) Has completed either of the following:
  - (i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
  - (ii) If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.
3. The teacher must have taught for at least three (3) of the last five (5) years in the North Royalton City School District. If the teacher attained continuing contract (tenure) status in another school district or previously in the North Royalton



APPENDIX D

CONVERSION OF PERSONAL LEAVE DAYS TO SICK LEAVE DAYS

I am requesting that any unused personal leave days for the \_\_\_\_\_ school year be converted to sick leave days per Article 18 of the Agreement. I understand that this conversion of personal leave days to sick leave days disqualifies me for any Merit Incentive for Attendance Payments (Article 42).

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This form must be submitted to the District Treasurer's office no later than June 15<sup>th</sup>. Failure to submit this form by June 15<sup>th</sup> will make the teacher ineligible to convert personal leave days to sick leave days.

---

# TEACHER EVALUATION SYSTEM

---



North Royalton City Schools

# **SECTION A:**

## **Ohio Teacher Evaluation System (OTES)**



# **NORTH ROYALTON CITY SCHOOLS OHIO EVALUATION SYSTEM INSTRUMENT**

## **INTRODUCTION**

The North Royalton City School District believes that teacher evaluation is a continuous, cooperative, and collaborative process which promotes professional growth and development for teachers, thereby improving and enhancing the teaching/learning process. The contents of this document are provided for informational and procedural purposes and do not replace or override the contents of the North Royalton Teacher Evaluation Policy which is contained in the negotiated agreement between the North Royalton Education Association and the North Royalton Board of Education. This manual is to be used for reference purposes only.

## **NORTH ROYALTON CITY SCHOOLS EVALUATION PROCESS:**

The North Royalton City Schools evaluation process is a natural outgrowth of our Peer Assistance for Professional Development Program, and is based on the seven standards for the teaching profession and on the State of Ohio Teacher Evaluation System.

## **EVALUATION OBJECTIVES:**

- 1) To provide teachers with a continuous process of evaluation and professional growth.
- 2) To provide teachers with opportunities for improvement in the teaching standards.
- 3) To assist teachers in developing and achieving goals for the improvement of professional skills.
- 4) To utilize student achievement data to determine professional goals.
- 5) To recognize successful performance.
- 6) To provide a collaborative process of improvement.
- 7) To cooperatively develop strategies that enhances teaching and learning.
- 8) To maintain a dynamic, reflective, and professional process of evaluation with yearly revision if necessary.

## **WHO IS TO BE EVALUATED:**

All Teachers as defined below in the North Royalton School District will be evaluated each year, with the following exception:

- Teachers who receive a cumulative rating of “Accomplished” on any current evaluation, may be evaluated every two years, providing that subsequent evaluations continue to rate the teacher as accomplished. If on any subsequent evaluation a teacher receives a rating of “Skilled” or below, the teacher will be evaluated the next year as per law. In addition, any teacher whose performance rating indicates above expected levels of student growth may choose their credentialed evaluator from those administrators available in their building of assignment.

A “teacher” for the purpose of this OTES section of the evaluation manual means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction.

Any instructor who instructs less than 50% or is providing ELL, SLP, Counseling or Psychological services, media services or preschool intervention specialists will still be evaluated by utilizing the rubrics applicable for their job classification in Section B of this evaluation manual. These instructors do not fall under the guidelines of OTES and therefore do not have the requirement for 50% of their evaluation to contain student data.

### **CREDENTIALLED EVALUATORS:**

For the purposes of this process, each teacher who is to be evaluated will be evaluated by a current District Administrator employed by the North Royalton City School District, who holds a credential established by the Ohio Department of Education and has completed the state sponsored training and passed an online credentialing assessment.

### **CONTINUING CONTRACT (TENURE) CRITERIA:**

The teacher is responsible for notifying their building principal and the district central office of impending eligibility for tenure by September 30<sup>th</sup>. Proper forms may be obtained from the building main office or the district central office. Teachers may apply in their third year of service if they hold a five-year professional license that was issued prior to January 1, 2011, or in their second year of service to the North Royalton Schools if tenure has been granted in a previous district. For teachers receiving initial licensure after January 1, 2011, application may be made for tenure during the seventh year of service to the district.

### **EVALUATION PROCESS:**

#### **I. General Evaluation Procedures:**

1. All teachers in the North Royalton City School District will receive information regarding the evaluation process and materials.
2. Each evaluation of a teacher will be conducted by one evaluator who will conduct all pre-conference meetings, formal classroom observations, post conference meetings and informal classroom walkthroughs.
3. Timelines will be outlined in Section II: Specific Evaluation Procedures
4. At least one observation must consist of a pre conference, with the observation date mutually agreed upon by the teacher and evaluator. Subsequent pre conferences will be determined by mutual agreement of the two parties; however, if the teacher requests a pre conference, one will be granted.
5. All observations will have a post conference.
6. Pre and post conferences, if applicable, will be scheduled as close to the time of the classroom visitation as possible. It is strongly encouraged that the evaluator reflect and prepare the written summary of the classroom visitation as soon as possible and that the post conference is conducted in a timely fashion.
7. Informal walkthroughs will be required for the evaluation cycle.
8. The summative evaluation will be completed by May 10.
9. While the evaluator has the right to prepare materials to make effective use of the post-conference and evaluation conference, it is understood that no final ratings on teacher

- performance will be made until the post conference discussion with the teacher is complete.
10. The teacher will receive a copy of all documents (which may be electronic versions) that are applicable to the evaluation process, including the observation summary.
  11. In case of a disagreement concerning the evaluation, the teacher has the right to file a written statement of position to be attached to the evaluation.

## **II. Specific Evaluation Procedures:**

### **A. Continuing Contract Teachers (Tenured):**

1. All teachers will be evaluated every year. (Teachers rated “Accomplished will be evaluated every two years providing they remain “accomplished” on subsequent evaluations.)
2. The teacher will complete the Self Evaluation Rubric by **September 30**.
3. A Professional Growth conference with evaluating administrator prior to **October 31**. The teacher and evaluator will collaboratively determine two professional goals which are based on the teacher’s self-assessment, previous evaluations and student data and complete a Professional Growth Plan. Determination of the student growth targets to be used for 50% of the final evaluation will also be made during this conference.
4. One observation and classroom walkthrough(s), with the performance rating rubric, must be completed for each cycle. The first cycle must be completed no later than **January 25**. The second cycle must be completed no later than **May 1**.
5. The teacher will complete the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and classroom walkthroughs conducted by the evaluator.
6. Completion of the Final Summative Rating Form by May 10.

### **B. Limited Contract Teachers (Non-Tenured):**

1. All teachers will be evaluated every year. (Teachers rated “Accomplished will be evaluated every two years providing they remain “accomplished” on subsequent evaluations.)
2. The teacher will complete the Self Evaluation Rubric by **September 30**.
3. A Professional Growth conference with evaluating administrator prior to **October 15**. The teacher and evaluator will collaboratively determine two professional goals which are based on the teacher’s self-assessment, previous evaluations and student data and complete a Professional Growth Plan. Determination of the student growth targets to be used for 50% of the final evaluation will also be made during this conference.
4. One observation and classroom walkthrough(s), with the performance rating rubric must be completed for each cycle. The first cycle must be completed no later than **November 10**. The second cycle must be no later than **January 25**. The third cycle must be completed no later than **May 1**.
5. The teacher will complete the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and classroom walkthroughs conducted by the evaluator.
6. Completion of the Final Summative Rating Form by May 10.

### **C. Teachers Needing Improvement Plan:**

1. Improvement Plans are developed for a teacher by the evaluator in response to ineffective ratings in performance and/or student growth. The administrator will:
  - Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;
  - Specify, in writing, the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies;
  - Develop and implement a written plan for improvement that will be initiated immediately and includes resources and assistance available;
  - Determine additional education or professional development, provided by the District, needed to improve in the identified area(s);
  - Gather evidence of progress or lack of progress.
2. Improvement planning conference with evaluating administrator prior to **October 15**. The Evaluator will determine two professional goals which are based on the teacher's previous evaluations and student data.
3. One observation and classroom walkthrough(s), with the performance rating rubric must be completed for each cycle. The first cycle must be completed no later than **November 10**. The second cycle must be no later than **January 25**. The third cycle must be completed no later than **May 1**.
4. If an evaluator believes that the teacher may be in jeopardy of being non-renewed, the evaluator should inform the teacher of this concern at the post conference of the second cycle.
5. Completion of the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and classroom walkthroughs conducted by the evaluator.
6. Completion of the Final Summative Rating Form by **May 10**. If the evaluator believes they will be making a recommendation of non-renewal, the teacher will be informed of this at the final evaluation conference.
7. A teacher who receives their first "ineffective" rating will have a different evaluator provided for them the subsequent year, provided they are still employed by the District.
8. Teachers rated as "ineffective" for two (2) consecutive years must adhere to Ohio Revised Code and complete the mandatory testing requirements. Beginning with the 2015-2016 school year, if a teacher has receive a summative rating of "Ineffective" on evaluation for two of the three most recent school years, teachers who teach in the "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography. A rating of ineffective on the teachers next evaluation after passing all written examinations required in this section and after completion of all required professional development, will be terminated in accordance with applicable laws.
9. A teacher who will be non-renewed must be notified in writing of the Boards intent to take action by **June 1**.

### **D. Teachers Applying for Continuing Contract (Tenure):**

1. Tenure Application completed and submitted to building administrator by **September 30** of the year of tenure eligibility.

2. Completion of the Self Evaluation Rubric by **September 30**.
3. Professional Growth conference with evaluating administrator prior to **October 15**. The teacher and evaluator will collaboratively determine two professional goals which are based on the teacher's self-assessment, previous evaluations and student data.
4. One observation and classroom walkthrough(s), with the performance rating rubric must be completed for each cycle. The first cycle must be completed no later than **November 10**. The second cycle must be no later than **January 25**. The third cycle must be completed no later than **May 1**.
5. Completion of the Performance Rubric with the evaluator. The performance rubric must contain data and information obtained through observations and classroom walkthroughs conducted by the evaluator.
6. Completion of the Final Summative Rating Form by **May 10**.

	<b>Continuing Contract Teachers (Tenured)</b>	<b>Limited Contract Teachers (Non-Tenured)</b>	<b>Teachers Applying for Tenure</b>	<b>Teachers Needing Improvement Plan</b>
<b>September</b>	Self Evaluation Rubric completed by <b>September 30</b> .	Self Evaluation Rubric completed by <b>September 30</b> .	Self Evaluation Rubric and tenure application completed by <b>September 30</b> .	Self Evaluation Rubric completed by <b>September 30</b> .
<b>October</b>	Professional Growth conference held with evaluator prior to <b>October 31</b> .	Professional Growth conference held with evaluator prior to <b>October 15</b> .	Professional Growth conference held with evaluator prior to <b>October 15</b> .	Professional Growth conference held with evaluator prior to <b>October 15</b> .
<b>November</b>		First Evaluation Cycle completed by <b>November 10</b> .	First Evaluation Cycle completed by <b>November 10</b> .	First Evaluation Cycle completed by <b>November 10</b> .
<b>January</b>	First Evaluation Cycle completed by <b>January 25</b> .	Second Evaluation Cycle completed by <b>January 25</b> .	Second Evaluation Cycle completed by <b>January 25</b> .	Second Evaluation Cycle completed by <b>January 25</b> .
<b>May</b>	Second Evaluation Cycle completed <b>May 1</b> . Completion of Final Summative Rating Form by <b>May 10</b> .	Third Evaluation Cycle completed by <b>May 1</b> . Completion of Final Summative Rating Form by <b>May 10</b> .	Third Evaluation Cycle completed by <b>May 1</b> . Completion of Final Summative Rating Form by <b>May 10</b> .	Third Evaluation Cycle completed by <b>May 1</b> . Completion of Final Summative Rating Form by <b>May 10</b> .
<b>June</b>				Those teachers being non-renewed will be notified in writing by <b>June 1</b> .

Pre-tests must be completed during the month of September.

Post-test must be completed prior to April 15.

## ASSESSMENT OF STUDENT GROWTH:

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

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

## EVALUATION MATRIX:

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following “Evaluation Matrix”:

		Teacher Performance			
		4	3	2	1
Student Growth	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

After final ratings for teachers are determined, the Ohio eTPES (electronic Teacher and Principal Evaluation System) is the method by which the district will report teacher final summative ratings to the State. eTPES will calculate the Student Growth Measures 50% from manually entered data and downloaded data (Value-Added or Vendor Assessment). The system will then calculate the Final Summative Rating (using the Teacher Performance 50% and the Student Growth Measure 50%) for each educator.

## **GLOSSARY OF TERMS**

**ARTIFACTS:** Documents that correlate and support the lesson(s).

**CONTINUING CONTRACT (TENURE):** Continuing contract status that is granted to a teacher by the North Royalton Board of Education. The teacher is responsible for notifying their building principal and the district central office of impending eligibility for tenure by September 30<sup>th</sup>. Proper forms may be obtained from the building main office or the district central office. Teachers may apply in their third year of service if they hold a five-year professional license that was issued prior to January 1, 2011, or in their second year of service to the North Royalton Schools if tenure has been granted in a previous district. For teachers receiving initial licensure after January 1, 2011, application may be made for tenure during the seventh year of service to the district.

**EVALUATION CYCLE:** An evaluation cycle includes a pre-conference, formal classroom observation, informal classroom walkthrough(s) and post-conference.

**EVALUATOR:** The district administrator(s) and/or supervisor responsible for the evaluation of the teacher. The evaluator must hold a credential established by the Ohio Department of Education and has completed the state sponsored training and passed an online credentialing assessment.

**LIMITED CONTRACT (NON-TENURED):** A teacher receiving a (one year) limited contract.

**OBSERVATION:** Observation that consists of classroom visitation of at least 30 minutes and includes a post-conference and may include a pre-conference.

**STUDENT GROWTH MEASURE:** Student performance data which will account for 50% of the final evaluation.

**TEACHER:** Any person who is employed under a teaching license or a under a professional or permanent teacher's certificate and who spends at least 50% of the time employed providing student instruction.

**TEACHER COMMENTS FOR AGREEMENT AND/OR DISAGREEMENT:** Teacher's statement(s) agreeing with or disagreeing with evaluator's position(s). This may include a request for another evaluation and/or evaluator.

**THERAPEUTIC SPECIALIST:** Any person who is employed under a license or a under a professional or permanent certificate and is serving the district in the following capacities: School Counselor; School Psychologist, Speech Language pathologist.

### **EVALUATION FORMS**

- A. ***Self-Assessment Summary Tool (Doc. A):*** Document in which the teacher records their evidence of strengths and weaknesses to indicate area for potential growth. This document will be utilized during the Professional Growth Conference.

- B. ***Professional Growth Plan (Doc. B):*** A collaborative process between the teacher and administrator in which continued and accelerated teacher growth should be the focus. Professional development should be individualized to the needs of the teacher and should be based on the self-evaluation instrument as well as an analysis of available classroom data.
- C. ***Improvement Plan (Doc. C):*** The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. 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.
- D. ***Pre-Observation (Doc D):*** Form used to gather information and artifacts as to the lesson the administrator is observing.
- E. ***Teacher Evaluation Performance Rubric (Doc. E):*** Holistic scoring document in which the evaluator will provide the best overall description of the teacher's effectiveness based on the classroom observations and walkthroughs.
- F. ***Final Summative Rating Form (Doc F):*** Final evaluation that includes feedback and forms collected from all the observations and walkthroughs completed during the year. Also includes the 50% student data tabulation.
- G. ***Teacher Non-renewal (Doc. G):*** Form used in conjunction with the Teacher Summative Evaluation to indicate the administrator's reasons for recommending non-renewal of a teacher's contract.
- H. ***Tenure Application (Doc. H):*** See evaluation process, II Specific Evaluation Procedures, Section C. Form must be completed and submitted to building administrator by September 30<sup>th</sup> of the year of tenure eligibility.
- I. ***Walkthrough (Doc. I):*** classroom visits where the evaluator is present to look for predetermined evidence of specific practices based on the Ohio Teaching Standards. The walkthroughs last anywhere from two to ten minutes, and the aim of the classroom walkthrough is to provide direct and specific feedback to teachers based on the snapshot observed. The feedback from the walkthrough will be provided to the teacher is given to the teacher in a timely fashion.

**Sample copies of each of the forms follow this page.  
The editable word documents can be found on the NR Purple  
Page under the *Teacher Performance Tab*.**



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

**Professional Growth Plan**

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

## Improvement Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_  
 School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

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

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

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

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

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

**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.

## Pre-Observation Planning and Lesson Reflection Resource Questions

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

### INSTRUCTIONAL PLANNING

- FOCUS (Standard 4: Instruction)**
- What is the focus for the lesson?
  - What content will students know/understand? What skills will they demonstrate?
  - What standards are addressed in the planned instruction?
  - Why is this learning important?

### ASSESSMENT DATA (Standard 3: Assessment)

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

### PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

- (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)
- What prior knowledge do students need?
  - What are the connections to previous and future learning?
  - How does this lesson connect to students' real-life experiences and/or possible careers?
  - How does it connect to other disciplines?

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

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

### INSTRUCTION AND ASSESSMENT

- LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)**
- How will the goals for learning be communicated to students?
  - What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
  - What strategies will be used to make sure all students achieve lesson goals?
  - How will content-specific concepts, assumptions, and skills be taught?

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

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

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

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

### CLASSROOM ENVIRONMENT

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

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

### ASSESSMENT OF STUDENT LEARNING

#### (Standard 3: Assessment)

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

### PROFESSIONAL RESPONSIBILITIES

#### COLLABORATION AND COMMUNICATION (Standard 6)

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

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

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

### Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p><b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference</p>	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
INSTRUCTIONAL PLANNING	<p><b>ASSESSMENT DATA</b> (Standard 3: Assessment)</p> <p>Sources of Evidence: Pre-Conference</p>	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.	The teacher 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 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.
	Evidence				
INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b> (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p>Sources of Evidence: Pre-Conference</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.	The teacher makes an attempt to connect the lesson to students' prior knowledge to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.	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.
	Evidence				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.

INSTRUCTIONAL PLANNING				
<b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)  <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence			
INSTRUCTIONAL PLANNING				
Instruction and Assessment				
<b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)  <i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence			
INSTRUCTION AND ASSESSMENT				
<b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	<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 learning 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			
RESOURCES (Standard 2: Content; Standard 4: Instruction)	Ineffective	Developing	Skilled
<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p> <p>Sources of Evidence: Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</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>Accomplished</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			
CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)	Ineffective	Developing	Skilled
<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>Accomplished</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			
	Ineffective	Developing	Skilled
	The teacher does not routinely use assessments to measure student mastery.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.	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.
	The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.	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.
<b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b>			
<i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.	The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.	By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.
<b>Evidence</b>	The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	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.

Professionalism			
	Ineffective	Developing	Skilled
	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The teacher uses a variety of strategies to communicate with students and families and collaborates with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	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.
	The teacher fails to understand and follow regulations, policies, and agreements.	The teacher understands and follows district policies and state and federal regulations at a minimal level.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
<b>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</b>			
<i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.
<b>Evidence</b>			

## 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.



**NORTH ROYALTON CITY SCHOOLS**  
**TEACHER NON-RENEWAL**

Recommendation for non-renewal of \_\_\_\_\_  
(Teacher's Name)

Evaluator's Name: \_\_\_\_\_

The following evaluator's reasons for non-renewal are pursuant to the Fair Dismissal Policy as per the Agreement between the North Royalton Board of Education and the North Royalton Education Association.

EVALUATOR'S REASONS FOR NON-RENEWAL

1.

2.

3.

4.

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



**NORTH ROYALTON CITY SCHOOLS**  
OFFICE OF THE SUPERINTENDENT

**CONTINUING CONTRACT (TENURE) APPLICATION**

Teacher's Name: \_\_\_\_\_

To be considered for continuing contract (tenure) status, the following guidelines must be completed

1. This form, the Continuing Contract (Tenure) Application, must be on file in the Central Office by September 30<sup>th</sup> of the school year when continuing contract (tenure) is requested.
2. A teacher must have on file by March 1<sup>st</sup> of the school year in which continuing contract (tenure) is requested either:
  - A. A Professional or permanent teaching certificate, or
  - B. A Professional Educator's License and documentation of either of the following:
    - 1) If a Master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, the applicant must have completed thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
    - 2) If a Master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
  - C. A letter from the Ohio State Department of Education indicating that a teacher has met all of the requirements for a professional certificate/license can be used in place of the actual certificate/license until the certificate/license is issued. The certificate/license must be on file by October 1<sup>st</sup> of the following school year or the teacher will not have continuing contract status and must reapply.
1. The teacher must have taught for at least three (3) of the last five (5) years in the North Royalton City School District. If the teacher attained continuing contract (tenure) status in another school district or previously in the North Royalton City School District, the teacher must have served at least two (2) years in the North Royalton City School District in order to be eligible for continuing contract (tenure) status, unless upon recommendation of the Superintendent and approval of the Board of Education, continuing contract (tenure) is approved prior to the expiration of this two-year period.

By my signature below, I affirm that I meet the terms and conditions to be eligible for continuing contract (tenure) status during this school year, as set forth above. I further affirm that by March 1<sup>st</sup> of the school year I will provide all appropriate documentation to evidence appropriate certification, or licensure, and course work to qualify for continuing contract (tenure) status.

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

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **SECTION B:**

## **Non-OTES Instructors**

# **PART 1:**

## **NORTH ROYALTON CITY SCHOOLS TEACHER EVALUATION PROCEDURES**

# **NORTH ROYALTON CITY SCHOOLS**

## ***EVALUATION INSTRUMENT***

### **INTRODUCTION**

The North Royalton City School District believes that teacher evaluation is a continuous, cooperative, and collaborative process which promotes professional growth and development for teachers, thereby improving and enhancing the teaching/learning process.

### **NORTH ROYALTON CITY SCHOOLS EVALUATION PROCESS:**

The North Royalton City Schools evaluation process is a natural outgrowth of our Peer Assistance for Professional Development Program, Pathwise Framework of Teaching and the Charlotte Danielson Model of Teacher Evaluation.

Mutual interests were considered in developing a process that would encourage teachers to assume responsibility for their own professional growth and development as well as one which would enable the evaluation of professional educators who are at different levels in their teaching careers.

The evaluation process includes a total of four domains for effective teaching which include: Planning and Preparation, The Classroom Environment, Instruction, and Professional Responsibilities.

### **EVALUATION OBJECTIVES:**

- 1) To provide teachers with a continuous process of evaluation and professional growth.
- 2) To provide teachers with opportunities for improvement in the four domains.
- 3) To assist teachers in developing and achieving goals for the improvement of professional skills.
- 4) To recognize successful performance within the four domains.
- 5) To provide a collaborative process of improvement within the four domains.
- 6) To cooperatively develop strategies that enhances teaching and learning.
- 7) To maintain a dynamic, reflective, and professional process of evaluation with yearly revision if necessary.

## **WHO IS TO BE EVALUATED:**

- a) **First Year Teachers** (new to the profession or new to the district)
- b) **Second Year Teachers** (second year in the district)
- c) **Third Year Teachers** (limited contract)
- d) **Eligible teachers applying for continuing contract** (tenure)
- e) **All others every fourth year or sooner**
- f) All teachers with a continuing contract and those teachers with a limited contract who were in at least their tenth (10<sup>th</sup>) year of service to the North Royalton City School District during the 2004-2005 school year have the option to be placed in the Professional Development Project Cycle. Those teachers who have fewer than ten (10) years of service in the North Royalton City School District during the 2004-2005 school year and a limited contract will be placed in the Direct Evaluation Cycle.

## **CONTINUING CONTRACT (TENURE) CRITERIA:**

The teacher is responsible for notifying their building principal and the district central office of impending eligibility for tenure by September 30<sup>th</sup>. Proper forms may be obtained from the building main office or the district central office. Teachers may apply in their third year of service if they hold a five-year professional license that was issued prior to January 1, 2011, or in their second year of service to the North Royalton Schools if tenure has been granted in a previous district. For teachers receiving initial licensure after January 1, 2011, application may be made for tenure during the seventh year of service to the district.

## **EVALUATION PROCESS:**

### **I. General Evaluation Procedures:**

- 1. All teachers in the North Royalton City School District will receive information regarding the evaluation process and materials.
- 2. The first formal observation, including the pre-observation conference, will be completed no later than November 1<sup>st</sup>.
- 3. The final evaluation will be completed by April 1<sup>st</sup>.
- 4. The teacher will receive a copy of all documentation applicable to the evaluation process.
- 5. Pre- and post-observation conferences, if applicable, will be scheduled as close to the time of the classroom visitation as possible.
- 6. In case of a disagreement concerning the evaluation, the teacher has the right to file a written statement of position to be attached to the evaluation.
- 7. Praxis assessment provides licensure and does not guarantee continued employment with the North Royalton City School District.



## **II. Specific Evaluation Procedures:**

### **A. First Year Teacher:**

1. At least one formal and two informal direct observations will be made.
2. The formal classroom observation, including the pre-observation conference, will be scheduled with the teacher and be completed by November 1<sup>st</sup>.
3. The second observation and post-observation conference will be completed by February 1<sup>st</sup>.
4. The final observation and post-observation conference (including the summative evaluation) will be completed by April 1<sup>st</sup>.

### **B. Second Year Teacher:**

1. At least one formal and one informal direct observation will be made.
2. The formal classroom observation, including the pre-observation conference, will be scheduled with the teacher and be completed by November 1<sup>st</sup>.
3. The final observation and post-observation conference (including the summative evaluation) will be completed by April 1<sup>st</sup>.

### **C. Third Year Teacher:**

1. At least one formal and one informal direct observation will be made.
2. The formal classroom observation, including the pre-observation conference, will be scheduled with the teacher and be completed by November 1<sup>st</sup>.
3. The final observation and post-observation conference (including the summative evaluation) will be completed by April 1<sup>st</sup>.

### **D. Teachers Applying for Continuing Contract (Tenure):**

1. Teachers may apply in their third year of service in the district or in their second year of service in the North Royalton City School District if continuing contract status (tenure) had been granted in a previous school district or previously granted by the North Royalton City School District.
2. Continuing Contract (Tenure) Application completed and submitted to the building principal by September 30<sup>th</sup> of the year of continuing contract (tenure) eligibility.
3. At least one formal and one informal direct observation will be made.
4. The formal classroom observation, including the pre-observation conference, will be scheduled with the teacher and be completed by November 1<sup>st</sup>.

5. The final observation and post-observation conference (including the summative evaluation) will be completed by April 1<sup>st</sup>.

**E. Limited Contract Teachers With Four Years+ in the District:**

Follow procedures listed in Section IIC (above) every four years.

**F. Continuing Contract (Tenured) Teachers:**

1. Follow procedures listed in Section IIC (above) every four years.

- OR -

2. Professional Development Project (See PDP Guidelines and Forms).

(Following option 1 or 2 will be decided by mutual agreement between the teacher and evaluator. If there is no mutual agreement, the evaluator shall make the determination.)

## GLOSSARY OF TERMS

**ARTIFACTS:** Documents that correlate and support the lesson(s) or Professional Development Project.

**CONTINUING CONTRACT (TENURE):** Continuing contract status is granted to a teacher by the North Royalton Board of Education. An applicant for a continuing contract (tenure) must have taught for at least three (3) of the last five (5) years in the North Royalton City School District [or two (2) years if the teacher had continuing contract status in another school district or previously had been granted a continuing contract in the North Royalton City School District]. In addition, an applicant must have a professional or permanent teaching certificate, or a professional educator's license plus six (6) credits beyond the Master's Degree; or—if no Master's Degree—then evidence of thirty (30) semester hours of course work in an area related to the teaching field since initial licensure.

**DIRECT EVALUATION CYCLE:** The process of the formal observation, the informal observation(s), and the summative evaluation.

### **EVALUATION FORMS:**

- A. **Pre-Observation Questionnaire:** Form used to gather information and artifacts as to the lesson the evaluator is observing.
- B. **Observation Form:** Form used to check competencies observed in the classroom or discussed during the pre- or post-observation conference. Competencies are based on the Praxis evaluation method.
- C. **Teacher Summative Evaluation:** Final evaluation that includes feedback and forms collected from all the formal and informal observations during the year.
- D. **Teacher Non-renewal:** Form used in conjunction with the Teacher Summative Evaluation to indicate the evaluator's reasons for recommending non-renewal of a teacher's contract.
- E. **Continuing Contract (Tenure) Application:** See evaluation process, Section II (Specific Evaluation Procedures), Subsection D. **This form must be completed and submitted to building principal by September 30<sup>th</sup> of the year of continuing contract (tenure) eligibility.**
- F. **Professional Development Project:** A specific area of improvement and/or enrichment and growth selected by the continuing contract teacher and approved by the evaluator. (See PDP Manual.) Any teacher with a limited contract who was in at least his/her tenth (10<sup>th</sup>) year of service in the North Royalton City School District during the 2004-2005 school year has the option to be placed in the Professional Development Project Cycle.

**EVALUATOR:** The administrator(s) and/or supervisor responsible for the evaluation of the teacher. Each teacher shall have only one evaluator.

**FORMAL (DIRECT) OBSERVATION:** Observation that consists of a pre-observation conference, visitation (generally classroom visitation), and post-observation conference. The direct observation shall be a minimum of thirty (30) minutes in length and shall be made with full knowledge of the teacher being evaluated.

**INFORMAL (DIRECT) OBSERVATION:** A classroom observation that will consist of the evaluator stopping in a class unannounced, making a contact, or discussing a lesson or Professional Development Project (PDP) in an informal manner.

**LIMITED CONTRACT TEACHER:** A teacher who does not have tenure.

**TEACHER COMMENTS FOR AGREEMENT AND/OR DISAGREEMENT:** Teacher's statement(s) agreeing with or disagreeing with evaluator's position(s). These comments may include a request for another evaluation and/or evaluator. In addition to the teacher's comments, if a teacher requests another evaluator, this request shall be in writing to the Superintendent/designee.



**NORTH ROYALTON CITY SCHOOLS**  
***PRE-OBSERVATION QUESTIONNAIRE***

**Please complete and return to your evaluator prior to the formal classroom observation.  
A pre-observation conference shall also be scheduled.**

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

Name of Evaluator: \_\_\_\_\_

Date and Time of Lesson: \_\_\_\_\_

**Background**

1. What subject will I be observing? \_\_\_\_\_

If reading, what level? \_\_\_\_\_ If groups, how many and number in each?

(1a, 1b) \_\_\_\_\_

2. What is the topic to be presented today? (1a, 1c) \_\_\_\_\_

\_\_\_\_\_

3. Is this a new, review, or extension lesson? (1b) \_\_\_\_\_

4. Is there anything specific of which I should be aware or something you would like me to observe when I visit your class? (1b)

\_\_\_\_\_

\_\_\_\_\_

**How does this lesson reflect identified standards?**

5. What are the goals for this lesson? What do you expect the students to learn?  
(1a, 1c, 1f)

\_\_\_\_\_

\_\_\_\_\_

6. What teaching methods, activities, materials will be used to accomplish the objectives: What will you do? What is the time allocation (i.e., administer quiz 5 minutes; presentation 20 minutes, monitor group work 25 minutes, etc.) for this lesson? (1d, 1e) (Please attach lesson plan.)

\_\_\_\_\_

\_\_\_\_\_

7. How do you plan to engage students in the lesson? What will the students do? (i.e. students role in small groups; note taking; student teacher dialogue, etc.) (1d, 1e)

---

---

---

8. How will you know what students have learned? (i.e., quizzes, tests, worksheets, student responses, etc.) (1b, 1f)

---

---

---

9. Since the primary mission of schools is student learning, how will you respond to students who are not progressing? What methods and/or materials will you use? (1b, 1e, 1f)

---

---

---

---

**Other Comments:**

---

---

---

---

---

*Materials that need to be present during the observation for the evaluator.*

- 1. Textbook
- 2. Sample Worksheets
- 3. Seating Chart



**NORTH ROYALTON CITY SCHOOLS**  
**OBSERVATION FORM**

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

School: \_\_\_\_\_ Subject Observed: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Class Period or Time: \_\_\_\_\_

Observation Date: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

*Check competencies observed in the classroom or discussed during the pre or post conference.*

**Domain A**

**Planning and Preparation:**

**Observation Notes:**

**A1: Knowledge of Content and Pedagogy**

- \_\_\_\_\_ Knowledge of content
- \_\_\_\_\_ Knowledge of prerequisite relationships
- \_\_\_\_\_ Knowledge of content related pedagogy

**A2: Demonstrating Knowledge of Students**

- \_\_\_\_\_ Knowledge of characteristics (intellectual, social and emotional) of age group
- \_\_\_\_\_ Knowledge of students' varied approaches to learning
- \_\_\_\_\_ Knowledge of students' skills & knowledge
- \_\_\_\_\_ Knowledge of students' cultural heritage

**A3: Selecting Instructional Goals**

- \_\_\_\_\_ Value
- \_\_\_\_\_ Clarity
- \_\_\_\_\_ Suitability for diverse students
- \_\_\_\_\_ Balance

**A4: Demonstrating Knowledge of Resources**

- \_\_\_\_\_ Resources for teaching
- \_\_\_\_\_ Resources for students

**A5: Designing Coherent Instruction**

- \_\_\_\_\_ Learning activities
- \_\_\_\_\_ Instructional materials and resources
- \_\_\_\_\_ Instructional groups
- \_\_\_\_\_ Lesson and unit structure

**A6: Assessing Student Learning**

- \_\_\_\_\_ Congruence with instructional goals
- \_\_\_\_\_ Criteria and standards
- \_\_\_\_\_ Use of data for planning
- \_\_\_\_\_ Timely

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Domain B**

**The Classroom Environment:**

**Observation Notes:**

**B1: Creating an Environment of Respect and Rapport**

- Teacher Interaction with students
- Student Interaction

**B2: Establishing a Culture for Learning**

- Importance of the content
- Student pride in work
- Expectations for learning and achievement

**B3: Managing Classroom Procedures**

- Management of instructional groups, transitions, materials, and supplies
- Performance of non-instructional duties
- Utilization of volunteers and paraprofessionals

**B4: Managing Student Behavior**

- Expectations
- Monitoring of student behavior
- Response to student misbehavior

**B5: Organizing Physical Space**

- Safety and arrangement of furniture
- Accessibility to learning and use of physical resources

Additional Comments:

---

---

---

---

---



**Domain C**

**Instruction:**

**Observation Notes:**

**C1: Communicating Clearly and Accurately**

- Directions and procedures
- Oral and written language
- Learning Goals

**C2: Using Questioning and Discussion Techniques**

- Quality of questions
- Discussion techniques
- Student participation and discussion

**C3: Engaging Students in Learning**

- Representation of content
- Activities and assignments
- Grouping of students
- Instructional materials and resources
- Structure and pacing

**C4: Providing Feedback to Students**

- Quality, accurate, substantive, constructive, and specific
- Timeliness

**C5: Demonstrating Flexibility and Responsiveness**

- Response to students
- Lesson adjustments
- Persistence

Additional Comments:

---

---

---

---

---

**Domain D**

**Professional Responsibilities:**

**Observation Notes:**

**D1: Reflecting on Teaching**

- \_\_\_\_\_ Accuracy
- \_\_\_\_\_ Use in future teaching

**D2: Maintaining Accurate Records**

- \_\_\_\_\_ Student completion of assignments
- \_\_\_\_\_ Student progress in learning
- \_\_\_\_\_ Non-instructional records
- \_\_\_\_\_ Timeliness

**D3: Communicating with Families**

- \_\_\_\_\_ Information about the instructional programs
- \_\_\_\_\_ Information about individual students
- \_\_\_\_\_ Engagement of families in the instructional program

**D4: Contributing to the School and District**

- \_\_\_\_\_ Relationships with colleagues
- \_\_\_\_\_ Service to the school
- \_\_\_\_\_ Participation in school and district projects

**D5: Growing and Developing Professionally**

- \_\_\_\_\_ Enhancement of content knowledge and pedagogical skills
- \_\_\_\_\_ Participation in local professional development

**D6 Showing Professionalism**

- \_\_\_\_\_ Service to Students
- \_\_\_\_\_ Advocacy
- \_\_\_\_\_ Decision making

**Post Conference Date:** \_\_\_\_\_

**Areas of Strength:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Areas to target for future growth:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Teacher's Signature:** \_\_\_\_\_ **Evaluator's Signature:** \_\_\_\_\_

**The teacher has the right to request another evaluator by submitting a letter to the Superintendent.**

**Copy: Personnel File** \_\_\_\_\_ **Teacher** \_\_\_\_\_ **Evaluator** \_\_\_\_\_



**NORTH ROYALTON CITY SCHOOLS**  
**CLASSROOM OBSERVATION – THERAPEUTIC SPECIALISTS**

Specialist: \_\_\_\_\_ School: \_\_\_\_\_  
 Subject Observed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Observation Date: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ Administrator: \_\_\_\_\_

*Check competencies observed in the classroom or discussed during the pre/post-conference.*

**Domain A:**

**Planning and Preparation**

**Observation Notes**

**A1: Demonstrating Knowledge and Skill**

- \_\_\_\_\_ Knowledge of area
- \_\_\_\_\_ Knowledge of relationships

**A2: Demonstrating Knowledge of Child and Adolescent Development**

- \_\_\_\_\_ Knowledge of child development
- \_\_\_\_\_ Knowledge of characteristics of age group

**A3: Demonstrating Knowledge of District, State and Federal Regulations and Guidelines**

- \_\_\_\_\_ Knowledge of district policies
- \_\_\_\_\_ Knowledge of state/federal regulations

**A4: Demonstrating Knowledge of Resources**

- \_\_\_\_\_ Resources for teaching
- \_\_\_\_\_ Resources for Students/Parents/Teachers
- \_\_\_\_\_ Resources in/out of district

**A5: Planning Need Based Programs**

- \_\_\_\_\_ Planning incorporates student needs
- \_\_\_\_\_ Planning incorporates building/district programs

Additional Comments:

**Domain B: The Environment**

**B1: Establish Rapport with Students**

- Specialist Interaction with students
- Student Interaction

**B2: Organizing Time Effectively**

- Sets priorities
- Clear schedule
- Effective time management

**B3: Establish a Culture of Communication**

- Models positive communication
- Promotes positive culture

**B4: Establish Standards of Conduct**

- Expectations
- Monitoring of student behavior
- Response to student misbehavior

**B5: Organizing Physical Space**

- Safety and arrangement of furniture
- Accessibility to learning and use of physical resources

Additional Comments:

**Domain C: Delivery of Service**

**C1: Responding to Referrals and Evaluating Students**

- Responsive
- Timeliness

**C2: Developing and Implementing Intervention/Treatment Plans**

- Suitability of plan
- Plan aligned with student needs

**C3: Utilizing Professionally Based Strategies and Approaches**

- Appropriate strategies
- Decision making

**C4: Collecting and Disseminating Information in Written Form**

- Quality, accurate, substantive, constructive, and specific
- Timeliness

**C5: Demonstrating Flexibility and Responsiveness**

- Response to students
- Lesson adjustments
- Persistence

**C6: Implementing Appropriate Services**

- Clear
- Appropriate
- Consultation with various groups

Additional Comments:

**Domain D: Professional Responsibilities**

**D1: Reflecting on Practice**

- \_\_\_\_\_ Accuracy
- \_\_\_\_\_ Use in future lessons/sessions

**D2: Collaboration and Communication**

- \_\_\_\_\_ Availability
- \_\_\_\_\_ Proactive

**D3: Maintaining an Effective Data Management System**

- \_\_\_\_\_ Information about the instructional programs
- \_\_\_\_\_ Information about individual students
- \_\_\_\_\_ Engagement of families in the instructional program

**D4: Participating in a Professional Community**

- \_\_\_\_\_ Relationships with colleagues
- \_\_\_\_\_ Service to the school
- \_\_\_\_\_ Participation in school and district projects

**D5: Engaging in Professional Development**

- \_\_\_\_\_ Enhancement of content knowledge and pedagogical skills
- \_\_\_\_\_ Participation in local professional development

**D6: Showing Professionalism**

- \_\_\_\_\_ Service to Students
- \_\_\_\_\_ Advocacy
- \_\_\_\_\_ Decision making

Additional Comments:

Post Conference Date: \_\_\_\_\_

Areas of Strength:

Areas to target for future growth:

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

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

Copy: Personnel File \_\_\_\_\_ Teacher \_\_\_\_\_ Evaluator \_\_\_\_\_



**NORTH ROYALTON CITY SCHOOLS**  
**OFFICE OF THE SUPERINTENDENT**

**CONTINUING CONTRACT (TENURE) APPLICATION**

Teacher's Name: \_\_\_\_\_

To be considered for continuing contract (tenure) status, the following guidelines must be completed

1. This form, the Continuing Contract (Tenure) Application, must be on file in the Central Office by September 30<sup>th</sup> of the school year when continuing contract (tenure) is requested.
2. A teacher must have on file by March 1<sup>st</sup> of the school year in which continuing contract (tenure) is requested either:
  - D. A Professional or permanent teaching certificate, or
  - E. A Professional Educator's License and documentation of either of the following:
    - 3) If a Master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, the applicant must have completed thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
    - 4) If a Master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
  - F. A letter from the Ohio State Department of Education indicating that a teacher has met all of the requirements for a professional certificate/license can be used in place of the actual certificate/license until the certificate/license is issued. The certificate/license must be on file by October 1<sup>st</sup> of the following school year or the teacher will not have continuing contract status and must reapply.
2. The teacher must have taught for at least three (3) of the last five (5) years in the North Royalton City School District. If the teacher attained continuing contract (tenure) status in another school district or previously in the North Royalton City School District, the teacher must have served at least two (2) years in the North Royalton City School District in order to be eligible for continuing contract (tenure) status, unless upon recommendation of the Superintendent and approval of the Board of Education, continuing contract (tenure) is approved prior to the expiration of this two-year period.

By my signature below, I affirm that I meet the terms and conditions to be eligible for continuing contract (tenure) status during this school year, as set forth above. I further affirm that by March 1<sup>st</sup> of the school year I will provide all appropriate documentation to evidence appropriate certification, or licensure, and course work to qualify for continuing contract (tenure) status.

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

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**NORTH ROYALTON CITY SCHOOLS**  
**TEACHER NON-RENEWAL**

Recommendation for non-renewal of \_\_\_\_\_  
(Teacher's Name)

Evaluator's Name: \_\_\_\_\_

The following evaluator's reasons for non-renewal are pursuant to the Fair Dismissal Policy as per the Agreement between the North Royalton Board of Education and the North Royalton Education Association.

EVALUATOR'S REASONS FOR NON-RENEWAL

1.

2.

3.

4.

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





**NORTH ROYALTON CITY SCHOOLS**

***TEACHER SUMMATIVE EVALUATION***

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

School: \_\_\_\_\_

Assignment: \_\_\_\_\_

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

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

## Domain A – Planning & Preparation

Domain A Planning & Preparation		Levels of Performance			
		1	2	3	4
	<p>A1: Knowledge of Content and Pedagogy</p> <ul style="list-style-type: none"> <li>Knowledge of content</li> <li>Knowledge of prerequisite relationships</li> <li>Knowledge of content related pedagogy</li> </ul>	<ul style="list-style-type: none"> <li>Displays little understanding of the subject or structure of discipline or of content-related pedagogy.</li> </ul>	<ul style="list-style-type: none"> <li>Represents basic understanding of content and pedagogy, but does not extend to prerequisite relationships, connections with other disciplines, or possible student misconceptions.</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines, and anticipates possible student misconceptions.</li> <li>Instructional practices reflect acceptable or reliable pedagogical knowledge.</li> </ul>	<ul style="list-style-type: none"> <li>Displays understanding of content and pedagogy that is extensive, showing evidence of a continuing search for improved practice.</li> <li>Actively builds on knowledge of prerequisites and misconceptions when planning instruction or seeking causes for student understanding.</li> </ul>
	<p>A2: Demonstrating Knowledge of Students</p> <ul style="list-style-type: none"> <li>Knowledge of characteristics (intellectual, social and emotional) of age group</li> <li><b>Knowledge of students' varied</b> approaches to learning</li> <li><b>Knowledge of students' skills &amp; knowledge</b></li> <li>Knowledge of <b>students' cultural heritage</b></li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates little or no <b>knowledge of students' backgrounds, skills, abilities or interests.</b></li> <li>Does not use such information in planning.</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates partial <b>knowledge of students' backgrounds, skills, interests and abilities.</b></li> <li>Attempts to use this knowledge in planning for class as a whole.</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates some <b>knowledge of students' backgrounds, skills, interests and abilities.</b></li> <li>Uses this knowledge to plan for a class as a whole and for groups of students.</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates thorough <b>knowledge of students' backgrounds, skills, interests and abilities.</b></li> <li>Uses this knowledge to plan for individual student learning.</li> </ul>
	<p>A3: Selecting Instructional Goals</p> <ul style="list-style-type: none"> <li>Value</li> <li>Clarity</li> <li>Suitability for diverse students</li> <li>Balance</li> </ul>	<ul style="list-style-type: none"> <li>Goals are of limited value and poorly linked to district standards.</li> <li>Goals provide no or few opportunities for integration.</li> <li>Goals do not permit viable methods of assessments.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are of moderate value and are loosely related to district curriculum standards.</li> <li>Goals are suitable for most students in the class, but no adaptations are made.</li> <li>Goals permit viable methods of assessment.</li> </ul>	<ul style="list-style-type: none"> <li>Goals represent valuable learning linked to district curriculum standards.</li> <li>Goals are suitable for most students in the class; some adaptations made.</li> <li>Goals reflect opportunities for integration and permit viable methods of assessments.</li> </ul>	<ul style="list-style-type: none"> <li>Goals reflect high-level learning related to district curriculum standards.</li> <li>Goals are adapted where necessary to the needs of individual students.</li> <li>Goals permit viable methods of assessment.</li> </ul>
	<p>A4: Demonstrating Knowledge of Resources</p> <ul style="list-style-type: none"> <li>Resources for teaching</li> <li>Resources for students</li> </ul>	<ul style="list-style-type: none"> <li>Makes no effort to locate resources available either for teaching or for students who need them.</li> </ul>	<ul style="list-style-type: none"> <li>Displays limited knowledge of resources available either for teaching or for students who need them.</li> </ul>	<ul style="list-style-type: none"> <li>Fully aware of resources available for teaching.</li> <li>Gains access to school and district resources for students when needed.</li> </ul>	<ul style="list-style-type: none"> <li>Seeks out resources for teaching in professional organizations and in the community.</li> <li>Uses resources available for students who need them in the school, the district, and the larger community.</li> </ul>
	<p>A5: Designing Coherent Instruction</p> <ul style="list-style-type: none"> <li>Learning activities</li> <li>Instructional materials and resources</li> <li>Instructional groups</li> <li>Lesson and unit structure</li> </ul>	<ul style="list-style-type: none"> <li>Elements of design do not support the stated instructional goals or engage students in meaningful learning.</li> <li>Lesson/unit has no defined structure.</li> <li>Long range planning is not evident.</li> </ul>	<ul style="list-style-type: none"> <li>Most elements of instructional design support the goals and engage the students in learning.</li> <li>Lesson/ unit and long range planning has a recognizable structure that aligns with district standards.</li> </ul>	<ul style="list-style-type: none"> <li>Elements of the instructional design support the stated goals and engage the students in meaningful learning.</li> <li>Lesson/ unit and long-range plans have a clearly defined structure that aligns with district standards.</li> </ul>	<ul style="list-style-type: none"> <li>All elements of instructional design support the stated goals, engage students in meaningful learning and show evidence of student input.</li> <li>Lessons/ unit and long-range plans are highly coherent and have a clear structure that aligns with district standards.</li> </ul>
	<p>A6: Assessing Student Learning</p> <ul style="list-style-type: none"> <li>Congruence with instructional goals</li> <li>Criteria and standards</li> <li>Use of data for planning</li> <li>Timely</li> </ul>	<ul style="list-style-type: none"> <li>Approach to assessing student learning contains no clear criteria or standards and lacks congruence with instructional goals.</li> <li>Plans to use assessment data in designing future instruction are not in evidence.</li> <li>Planning for formative assessment with instructional feedback to students is not evident.</li> </ul>	<ul style="list-style-type: none"> <li>Partially aligned with the goals and usually includes criteria and standards that are clear and understood by students.</li> <li>Use of assessment data to plan for future instruction for the class as a whole is in evidence.</li> <li>Planning for formative assessment with instructional feedback to students is minimal.</li> </ul>	<ul style="list-style-type: none"> <li>Aligned with the goals and clear assessment criteria and standards have been communicated to students.</li> <li>Use of assessment data to plan for future instruction for groups of students or individuals is in evidence.</li> <li>Assessment with timely feedback is integrated into instruction throughout the unit.</li> </ul>	<ul style="list-style-type: none"> <li>Fully aligned with the instructional goals, with clear assessment criteria and standards that are not only understood by students but also show evidence of student participation in their development.</li> <li>Evidence of engaging students in monitoring their own progress goals.</li> <li>Use of assessment data to plan for future instruction for groups of students or individuals is in evidence.</li> <li>Assessment with timely feedback is integrated into instruction throughout the unit.</li> </ul>

COMMENTS:

--

## Domain B – The Classroom Environment

Domain B The Classroom Environment	Levels of Performance			
	1	2	3	4
<p>B1: Creating an Environment of Respect and Rapport</p> <ul style="list-style-type: none"> <li>Teacher Interaction with students</li> <li>Student Interaction</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students are negative, demeaning, sarcastic, or inappropriate.</li> <li>Student interactions are characterized by conflict, sarcasm, or put-downs.</li> <li>Teacher ignores or does not address student disrespect.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students are generally appropriate, free from conflict.</li> <li>Displays of insensitivity to students are rare.</li> <li>Teacher recognizes and addresses student disrespect.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students reflect warmth, caring, and are generally respectful of cultural and developmental differences among students.</li> <li>Student interactions are generally polite and respectful.</li> </ul>	<ul style="list-style-type: none"> <li>Teacher interactions with students are highly respectful and reflect genuine warmth and caring toward individuals.</li> <li>Students themselves monitor interactions to ensure high levels of civility.</li> <li>Teacher and students encourage mutual respect.</li> </ul>
<p>B2: Establishing a Culture for Learning</p> <ul style="list-style-type: none"> <li>Importance of the content</li> <li>Student pride in work</li> <li>Expectations for learning and achievement</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom, there is low teacher commitment to the subject and low expectations for student achievement.</li> <li>There is little student pride in work.</li> <li>There are few, if any, opportunities for students to be active participants in learning.</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom, there is minimal teacher commitment to the subject and minimal or inconsistent expectations for student achievement.</li> <li>There is usually evidence of <b>students' pride in work</b>.</li> <li>There are some opportunities for students to be active participants in learning.</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom there is genuine enthusiasm and consistent commitment for the subject by both teacher and students.</li> <li>There are high expectations for student achievement and consistent evidence of student pride in their work.</li> <li>There are many opportunities for students to be active participants in the learning.</li> </ul>	<ul style="list-style-type: none"> <li>In the classroom, there is a passionate commitment to the subject and its value is important to teacher and students alike.</li> <li>There are high expectations for the learning of all students.</li> <li>Student responsibility in establishing a culture for learning is in evidence as students take pride in their work, initiate improvements to their products, and hold their work to the highest standard.</li> </ul>
<p>B3: Managing Classroom Procedures</p> <ul style="list-style-type: none"> <li>Management of instructional groups, transitions, materials, and supplies</li> <li>Performance of non-instructional duties</li> <li>Utilization of volunteers and paraprofessionals</li> </ul>	<ul style="list-style-type: none"> <li><b>Teacher's classroom routines</b> and procedures are nonexistent, and/or inefficient.</li> <li>Loss of instructional time is excessive or detrimental to student learning.</li> </ul>	<ul style="list-style-type: none"> <li><b>Teacher's classroom routines</b> and procedures are established, but function unevenly or inconsistently.</li> <li>There is loss of instructional time.</li> <li>Instructional groups are partially organized resulting in some off-task behaviors.</li> </ul>	<ul style="list-style-type: none"> <li><b>Teacher's classroom routines</b> and procedures are established and function smoothly.</li> <li>There is little loss of instructional time.</li> <li>Instructional groups are organized, resulting in student engagement at all times.</li> </ul>	<ul style="list-style-type: none"> <li><b>Teacher's classroom routines and procedures</b> are seamless in their operation and students assume considerable responsibility for their smooth functioning.</li> <li>Instructional groups assume responsibility for productivity and are engaged at all times.</li> </ul>
<p>B4: Managing Student Behavior</p> <ul style="list-style-type: none"> <li>Expectations</li> <li>Monitoring of student behavior</li> <li>Response to student misbehavior</li> </ul>	<ul style="list-style-type: none"> <li>Student behavior in the classroom is poor, with no clear expectations.</li> <li>Student behavior is not monitored, or responded to, or the response is inappropriate.</li> </ul>	<ul style="list-style-type: none"> <li>The teacher has made an effort to establish standards of conduct for students.</li> <li>The teacher monitors student behavior and responds to student misbehavior; however, these efforts are not always successful.</li> </ul>	<ul style="list-style-type: none"> <li>The teacher is aware of student behavior at all times and has established clear standards of conduct.</li> <li>The teacher responds to misbehaviors in ways that are appropriate and respectful of the students.</li> </ul>	<ul style="list-style-type: none"> <li><b>The teacher's monitoring of student behavior</b> is subtle and preventive.</li> <li><b>The teacher's response to student behavior</b> is sensitive to individual student needs.</li> <li><b>The students' behavior</b> is entirely appropriate and shows evidence of students' participation in setting expectations and monitoring behaviors.</li> </ul>
<p>B5: Organizing Physical Space</p> <ul style="list-style-type: none"> <li>Safety and arrangement of furniture</li> <li>Accessibility to learning and use of physical resources</li> </ul>	<ul style="list-style-type: none"> <li>The teacher makes poor use of the physical environment resulting in unsafe and/or disorganized conditions.</li> <li>There are inaccessible learning conditions for some students.</li> </ul>	<ul style="list-style-type: none"> <li><b>The teacher's classroom is safe</b> and allows essential learning to be accessible to all students.</li> </ul>	<ul style="list-style-type: none"> <li><b>The teacher's classroom is safe and</b> permits accessible learning to all students.</li> <li>The teacher uses physical resources well.</li> </ul>	<ul style="list-style-type: none"> <li><b>The teacher's classroom is safe and encourages</b> students to contribute to the safety of the physical environment.</li> <li>Both teacher and students use physical resources optimally, ensuring that learning is accessible to all.</li> </ul>

COMMENTS:

## Domain C – Instruction

Domain C Instruction	Levels of Performance			
	1	2	3	4
<p>C1: Communicating Clearly and Accurately</p> <ul style="list-style-type: none"> <li>• Directions and procedures</li> <li>• Oral and written language</li> <li>• Learning Goals</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals contain errors, or are unclear/ inappropriate.</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals contain no errors.</li> <li>• May not be expressed at an appropriate level of difficulty causing some student confusion.</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals are clear and accurate.</li> <li>• Use of vocabulary and level of detail are appropriate to students.</li> </ul>	<ul style="list-style-type: none"> <li>• Directions, procedures, oral and written language and learning goals are clear and expressive.</li> <li>• Possible student misconceptions are anticipated.</li> </ul>
<p>C2: Using Questioning and Discussion Techniques</p> <ul style="list-style-type: none"> <li>• Quality of questions</li> <li>• Discussion techniques</li> <li>• Student participation and discussion</li> </ul>	<ul style="list-style-type: none"> <li>• Use of questioning is limited to low level, literal responses.</li> <li>• Discussion is predominantly recitation.</li> <li>• Only a few students participate.</li> <li>• Adequate wait time is not given.</li> </ul>	<ul style="list-style-type: none"> <li>• Use of questioning is a combination of low and high quality.</li> <li>• Attempts to engage students in discussion yield uneven results and limited success.</li> </ul>	<ul style="list-style-type: none"> <li>• Use of questioning and discussion techniques reflects all levels of questioning.</li> <li>• True discussion and full participation by all students is evident.</li> </ul>	<ul style="list-style-type: none"> <li>• Questions are of uniformly high quality.</li> <li>• Adequate time is allowed for student responses.</li> <li>• Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.</li> </ul>
<p>C3: Engaging Students in Learning</p> <ul style="list-style-type: none"> <li>• Representation of content</li> <li>• Activities and assignments</li> <li>• Grouping of students</li> <li>• Instructional materials and resources</li> <li>• Structure and pacing</li> </ul>	<ul style="list-style-type: none"> <li>• Students are not engaged in significant learning resulting from:</li> </ul> <p>*Inappropriate activities or materials, *Poor representation of content, *Grouping of students, or *Lack of lesson structure, poor pacing, or lack of closure.</p>	<ul style="list-style-type: none"> <li>• Students are engaged only partially in significant learning, resulting from:</li> </ul> <p>*Activities or materials of uneven quality, *Inconsistent representations of content, *Grouping of students, or *Uneven structure, pacing, or closure.</p>	<ul style="list-style-type: none"> <li>• Students are engaged in significant learning throughout the lesson with:</li> </ul> <p>*Appropriate activities and materials, *Instructive representations of content, *Grouping of students, and *Suitable structure, pacing, and closure of the lesson.</p>	<ul style="list-style-type: none"> <li>• Students are engaged in significant learning throughout the lesson with:</li> </ul> <p>*Student contributions, *Appropriate activities and materials, *Instructive representation of content, *Grouping of students, and *Suitable structure, pacing, and closure allowing for reflection.</p>
<p>C4: Providing Feedback to Students</p> <ul style="list-style-type: none"> <li>• Quality, accurate, substantive, constructive, and specific</li> <li>• Timeliness</li> </ul>	<ul style="list-style-type: none"> <li>• Provides students with poor quality or limited feedback that is given in an untimely manner.</li> </ul>	<ul style="list-style-type: none"> <li>• Provides students with feedback that is uneven in quality and content, and may not be timely.</li> </ul>	<ul style="list-style-type: none"> <li>• Provides students with consistently high quality, specific and timely feedback.</li> <li>• Students make use of the feedback in their learning.</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher provides students with consistently high quality, specific, timely feedback.</li> <li>• Students are led to self-assess their own learning.</li> </ul>
<p>C5: Demonstrating Flexibility and Responsiveness</p> <ul style="list-style-type: none"> <li>• Response to students</li> <li>• Lesson adjustments</li> <li>• Persistence</li> </ul>	<ul style="list-style-type: none"> <li>• Adheres to instructional plan in spite of evidence of poor student understanding, interest or questions.</li> <li>• Assumes no responsibility for student learning.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates moderate flexibility and responsiveness to <b>students' needs and interests</b> during a lesson.</li> <li>• Seeks to ensure the success of all student learning, but has only a limited repertoire of instructional strategies.</li> </ul>	<ul style="list-style-type: none"> <li>• Seeks ways to ensure successful learning for all students.</li> <li>• Makes adjustments as needed to <b>instructional plans and to students'</b> interests and questions.</li> <li>• Successfully uses a variety of instructional strategies.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Highly responsive to students' interests and questions.</b></li> <li>• Makes major lesson adjustments as necessary.</li> <li>• Persists in seeking effective approaches for all students using an extensive repertoire of strategies.</li> </ul>

COMMENTS:

## Domain D – Professional Responsibility

Domain D Professional Responsibilities	Levels of Performance			
	1	2	3	4
<input type="checkbox"/> D1: Reflecting on Teaching <ul style="list-style-type: none"> <li>• Accuracy</li> <li>• Use in future teaching</li> </ul>	<ul style="list-style-type: none"> <li>• Does not reflect accurately on the lesson or propose ideas as to how it might be improved.</li> </ul>	<ul style="list-style-type: none"> <li>• Generally reflects accurately.</li> <li>• Makes global suggestions as to how lesson might be improved.</li> </ul>	<ul style="list-style-type: none"> <li>• Reflects accurately, citing general characteristics.</li> <li>• Makes some specific suggestions as to how lesson might be improved.</li> </ul>	<ul style="list-style-type: none"> <li>• Reflects on lesson accurately and perceptively, citing specific examples.</li> <li>• Draws on an extensive repertoire to suggest alternative strategies.</li> </ul>
<input type="checkbox"/> D2: Maintaining Accurate Records <ul style="list-style-type: none"> <li>• Student completion of assignments</li> <li>• Student progress in learning</li> <li>• Non-instructional records</li> <li>• Timeliness</li> </ul>	<ul style="list-style-type: none"> <li>• Has no system for maintaining accurate records or system is in disarray, resulting in errors and confusion.</li> <li>• Rarely meets deadlines.</li> </ul>	<ul style="list-style-type: none"> <li>• Has a rudimentary, partially effective system for maintaining accurate records.</li> <li>• Fails to meet deadlines at times.</li> </ul>	<ul style="list-style-type: none"> <li>• Has efficient and effective system for maintaining accurate records.</li> <li>• Usually meets deadlines.</li> </ul>	<ul style="list-style-type: none"> <li>• Has efficient and effective system for maintaining accurate records.</li> <li>• Always meets deadlines.</li> </ul>
<input type="checkbox"/> D3: Communicating with Families <ul style="list-style-type: none"> <li>• Information about the instructional programs</li> <li>• Information about individual students</li> <li>• Engagement of families in the instructional program</li> </ul>	<ul style="list-style-type: none"> <li>• Provides little or no information to families.</li> <li>• Makes no attempt to engage families in the instructional program.</li> </ul>	<ul style="list-style-type: none"> <li>• Complies with school procedures for communicating with families.</li> <li>• Makes an effort to engage families in the instructional program.</li> <li>• Provides timely information about student program.</li> </ul>	<ul style="list-style-type: none"> <li>• Communicates frequently with families.</li> <li>• Successfully engages families in the instructional program.</li> <li>• Provides information about student programs in a timely manner.</li> </ul>	<ul style="list-style-type: none"> <li>• Communicates frequently and diplomatically with families.</li> <li>• Successfully engages families in the instructional program.</li> <li>• Provides information about student programs in a timely manner.</li> </ul>
<input type="checkbox"/> D4: Contributing to the School and District <ul style="list-style-type: none"> <li>• Relationships with colleagues</li> <li>• Service to the school</li> <li>• Participation in school and district projects</li> </ul>	<ul style="list-style-type: none"> <li>• Has a negative or self-serving relationship with colleagues.</li> <li>• Avoids being involved in school and district initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>• Has a collaborative relationship with colleagues.</li> <li>• Minimal participation in team, department, grade level, school, and district initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintains positive, collaborative relationships with colleagues.</li> <li>• Participates actively in team, department, grade level, school, and district initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>• Assumes leadership with colleagues.</li> <li>• Makes a substantial contribution to team, department, grade level, school, and district.</li> </ul>
<input type="checkbox"/> D5: Growing and Developing Professionally <ul style="list-style-type: none"> <li>• Enhancement of content knowledge and pedagogical skills</li> <li>• Participation in local professional development</li> </ul>	<ul style="list-style-type: none"> <li>• Does not participate in professional development activities, even when such activities are clearly needed for <b>the development of the teacher's</b> teaching.</li> </ul>	<ul style="list-style-type: none"> <li>• Participates only in required professional development activities.</li> </ul>	<ul style="list-style-type: none"> <li>• Participates actively in professional development activities.</li> <li>• Contributes to the professional culture of the building/district.</li> </ul>	<ul style="list-style-type: none"> <li>• Makes a substantial contribution to the professional culture of the building and district.</li> <li>• Actively pursues own professional development.</li> </ul>
<input type="checkbox"/> 4D6 Showing Professionalism <ul style="list-style-type: none"> <li>• Service to Students</li> <li>• Advocacy</li> <li>• Decision making</li> </ul>	<ul style="list-style-type: none"> <li>• Contributes to practices that are inappropriate, self-serving or harmful to students.</li> <li>• <b>Teacher is not alert to students' social/emotional needs.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Makes genuine but inconsistent <b>attempt to serve students' social/emotional needs.</b></li> <li>• Generally contributes to practices that serve and support students.</li> </ul>	<ul style="list-style-type: none"> <li>• Makes genuine and successful efforts to <b>serve students' social/emotional needs.</b></li> <li>• Presents a positive professional image.</li> </ul>	<ul style="list-style-type: none"> <li>• Assumes a leadership position to guarantee that school practices and procedures serve all <b>students' social/emotional needs, particularly</b> those traditionally underserved.</li> <li>• Presents a professional image and serves as a positive role model for students.</li> </ul>

COMMENTS:

SUMMATIVE EVALUATION FORM

<b>Evaluation Orientation (group Process)</b> Date:						<b>Recommendation of Evaluator:</b>  <input type="checkbox"/> <b>1. Renewal of Limited Contract</b>  <input type="checkbox"/> <b>2. Continuing Contract (if applicable)</b>  <input type="checkbox"/> <b>3. Professional Development Project</b>  <input type="checkbox"/> <b>4. Non-Renewal</b>  <input type="checkbox"/> <b>5. Continued Employment</b>  <input type="checkbox"/> <b>6. Termination</b>  <b>Comments/Reasons:</b>
<b>Artifacts Gathering Conference (minimum of 1)</b> Date:						
<b>Formal Observation (minimum of (___))</b>  Dates for: <ul style="list-style-type: none"> <li>• Pre-observation Conference</li> <li>• Observation</li> <li>• Post-observation Conference</li> </ul>						
<b>Informal Observation (minimum of 1)</b>  Dates for: <ul style="list-style-type: none"> <li>• Observation</li> <li>• Post-observation Conference</li> </ul>						
<b>Summative Evaluation Conference Date:</b>						

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

*An attachment may be submitted responding to this evaluation or any part of item therein. Signing acknowledges receipt of the evaluation and that a conference took place and not necessarily agreement with the contents of the evaluation.*



# NORTH ROYALTON CITY SCHOOLS

## *THERAPEUTIC SPECIALIST SUMMATIVE EVALUATION*

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

School: \_\_\_\_\_

Assignment: \_\_\_\_\_

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

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



Domain A for Therapeutic Specialists: Planning and Preparation

<u>SCORE</u>	<u>COMPONENT</u>	LEVEL OF PERFORMANCE			
		1	2	3	4
1	A1: Demonstrating knowledge and skill in the specialist area	Specialist demonstrates little or no knowledge and skill in the assigned area.	Specialist demonstrates basic knowledge and skill in the assigned area.	Specialist demonstrates appropriate knowledge and skill application in the assigned area.	Specialist demonstrates extensive knowledge and skill application in the assigned area.
1	A2: Demonstrating knowledge of child and adolescent development	Specialist displays little or no knowledge of child and adolescent development.	Specialist displays partial knowledge of child and adolescent development.	Specialist displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, the specialist displays knowledge of the extent to which individual students follow the general pattern.
1	A3: Demonstrating knowledge of district, state, and federal regulations and guidelines	Specialist demonstrates little or no knowledge of laws and procedures.	Specialist demonstrates basic knowledge of laws and procedures.	Specialist demonstrates thorough knowledge of laws and procedures.	<b>Specialist's knowledge of laws and procedures is extensive;</b> specialist takes a leadership role in reviewing and revising district policies.
1	A4: Demonstrating knowledge of resources, both within and beyond the school and district	Specialist demonstrates little or no knowledge of resources for students available through the school or district.	Specialist demonstrates basic knowledge of resources for students available through the school or district.	Specialist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	Specialist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.
1	A5: Planning need based programs, integrated with the regular school program, to meet the needs of individual students	Specialists program lacks meaningful activities to meet student needs.	<b>Specialist's program has a</b> guiding principle and includes a number of worthwhile activities.	<b>Specialist's program has a guiding</b> principle and includes a number of worthwhile activities, and consults with students, parents and colleagues.	<b>Specialist's plan is highly</b> coherent and serves to support not only students individually and in groups, but also the broader educational program (within and outside the district).

COMMENTS:

## Domain B for Therapeutic Specialists: The Environment

SCORE	COMPONENT	LEVEL OF PERFORMANCE			
		1	2	3	4
1	B1: Establish rapport with students	<b>Specialist's interactions with students</b> are negative or inappropriate and do not promote positive interactions among students; student appears uncomfortable in <b>specialist's environment</b> .	<b>Specialist's interactions</b> are a mix of positive and negative; <b>specialist's efforts at developing</b> rapport and encouraging positive interactions among students are partially successful.	<b>Specialist's interactions with students</b> are positive and respectful; students appear <b>comfortable in the specialist's environment</b> and the specialist promotes positive student-student interactions.	<b>Specialist's interaction with the students</b> reflects a high degree of comfort and trust in the group and individual setting.
1	B2: Organizing time effectively	Specialist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	<b>Specialist's time</b> -management skills are moderately well developed; essential activities are carried out, but not always in the most efficient manner.	Specialist exercises good judgment in setting priorities, resulting in clear schedules and important work being accomplished in an efficient manner.	Specialist demonstrates excellent time-management skills, accomplishing all tasks in an efficient manner; teachers and students understand how to access the specialist.
	B3: Establish a culture for positive and productive communication	Specialist makes no attempt to establish a culture for positive/productive communication in the school as a whole, either among students or among teachers, or between students and teachers.	Specialist attempts to promote a culture throughout the school for positive/productive and respectful communication between and among students and teachers are partially successful.	Specialist promotes a culture throughout the school for positive/productive and respectful communication between and among students and teachers.	Specialist promotes and models a culture throughout the school for positive/productive and respectful communication between and among students and teachers.
1	B4: Establish standards of conduct in the <b>specialist's environment</b>	No standards consistent with building standards of conduct have been established in the <b>specialist's environment</b> and specialist fails to address negative student behavior.	Standards consistent with building standards of conduct appear to have been established for specialist environment; specialist attempts to monitor and correct negative student behavior; behavior has been partially successful.	Specialist monitors student behavior against building standards; response to student is appropriate and respectful.	Specialist monitoring of student is consistent and preventative, and encourages students to engage in self-monitoring and maintenance of positive behavior.
1	B5: Organizing physical <b>space in specialist's environment</b>	The specialist fails to establish and maintain a physical environment that is conducive to planned activities.	The specialist partially establishes and maintains a physical environment that is conducive to planned activities.	<b>The specialist's physical environment</b> is inviting and organized to planned activities.	<b>Specialist's physical environment is</b> highly organized and inviting to planned activities. Materials are convenient when needed.

COMMENTS:

Domain C for Therapeutic Specialists: Delivery of Service

SCORE	COMPONENT	LEVEL OF PERFORMANCE			
		1	2	3	4
1	C1: Responding to referrals and evaluating student needs	Specialist fails to respond to referrals or makes inadequate assessments of student needs.	Specialist responds to referrals when instructed and makes adequate assessments of student needs.	Specialist responds to referrals and makes thorough assessments of student needs.	Specialist is proactive in responding to referrals and makes highly competent assessments of student needs.
1	C2: Developing and implementing intervention/treatment plans in conjunction with team members based on student need	Specialist fails to develop plans suitable for students, or plans are mismatched with the findings of assessments.	<b>Specialist's plans for students are</b> partially suitable for them or sporadically aligned with identified needs.	<b>Specialist's plans for students</b> are suitable for them and are aligned with identified needs.	Specialist develops comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.
1	C3: Utilizes professionally based strategies/approaches in delivery of services	Specialist has few strategies/ approaches to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Specialist displays a narrow range of strategies/approaches to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Specialist uses a range of strategies/approaches to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Specialist uses an extensive range of strategies/approaches to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.
1	C4: Collecting and disseminating information in written form	Specialist neglects to collect important information on which to base plans; written information is inaccurate or not appropriate to the audience.	Specialist collects most of the important information on which to base plans; written information is accurate but lacking in clarity and not always appropriate to the audience.	Specialist collects all the important information on which to plan; written information is accurate and appropriate to the audience.	Specialist is proactive in collecting important information, interviewing teachers and parents if necessary; written information is accurate and clearly written and is tailored for the audience.
1	C5: Demonstrating flexibility and responsiveness	Specialist adheres to the plan or program, in spite of evidence of its inadequacy.	Specialist makes modest changes in the treatment program when confronted with evidence of the need for change.	Specialist makes revisions in the treatment program when they are needed.	Specialist is continually seeking ways to improve the treatment program and makes changes as needed in response to student, parent, or teacher input.

1	C6: Implementing services appropriate to the setting and the students served	Specialist does not implement services for their assigned area appropriate to either the situation or the age of the students.	Specialist implements services that are partially suitable to the situation and to the age of the students.	Specialist implements services which are clear and appropriate to the situation in the school and to the age of the students.	Specialist implements services which are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents and colleagues.
---	--	--	---	---	--

COMMENTS:

Domain D for Therapeutic Specialists: Professional Responsibilities

SCORE	COMPONENT	LEVEL OF PERFORMANCE			
		1	2	3	4
1	D1: Reflecting on practice	Specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	<b>Specialist's reflection on practice is</b> moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved.	<b>Specialist's reflection provides</b> an accurate and objective description of practice, citing specific positive and negative characteristics. Specialist makes some specific suggestions as to how the program might be improved.	<b>Specialist's reflection is highly</b> accurate and perceptive, citing specific examples that were not fully successful for at least some students. Specialist draws on an extensive repertoire to suggest alternative strategies.
1	D2: Collaborating with teachers and administrators. Communicating with students and families and other qualified professionals.	Specialist is not available to staff for questions and planning and declines to provide background material when requested. Fails to communicate with families and secure necessary permission when needed, or communicates in an insensitive manner.	Specialist is available to family and staff for questions and planning and provides background material and information when requested. Permission is obtained when necessary.	Specialist initiates contact with teachers and administrators and families to confer regarding individual cases and programming.	Specialist seeks out teachers and administrators to confer regarding cases, soliciting their perspectives on individual students. Proactive in providing appropriate information to families and staff about programming and individual cases.
1	D3: Maintaining an effective data management system	<b>Specialist's data-</b> management system is either nonexistent or in disarray; it cannot be used to monitor student progress or to adjust treatment when needed. Records are incomplete, missing or inaccurate.	Specialist has developed a rudimentary data-management system for monitoring student progress and occasionally uses it to adjust treatment when needed. Records are generally accurate and stored in a secure location.	Specialist has developed an effective data-management system for monitoring student progress and uses it to adjust treatment when needed. Records are accurate, submitted in a timely manner and stored in a secure location.	Specialist has developed a highly effective data-management system for monitoring student progress and uses it to adjust treatment when needed. Specialist uses the system to communicate with teachers and parents. Approach to record keeping is highly systematic and efficient and incorporates state standards and due-process procedures.

1	D4: Participating in a professional community	<b>Specialist's relationships with</b> colleagues are negative or self-serving, and specialist avoids being involved in district and/or building projects or committees.	<b>Specialist's relationships with</b> colleagues are cordial, and specialist participates in district and or building projects or committees when specifically requested.	Specialist participates actively in district and/or building projects or committees and maintains positive and productive relationships with colleagues.	Specialist makes a substantial contribution to district and/or building projects or committees and assumes a leadership role with colleagues.
1	D5: Engaging in professional development	Specialist does not participate in professional development activities, even when such activities are clearly needed for the development of skills.	<b>Specialist's participation in</b> professional development activities is limited to those that are convenient or are required.	Specialist seeks out opportunities for professional development based on an individual assessment of need.	Specialist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
1	D6: Showing professionalism, including integrity, advocacy, and maintaining confidentiality	Specialist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	Specialist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate norms of confidentiality.	Specialist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public and advocates for students when needed.	Specialist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

COMMENTS: \_\_\_\_\_



### Therapeutic Specialist Summative Evaluation Form

<b>Evaluation Orientation (group Process)</b> Date: _____						<b>Recommendation of Evaluator:</b>  _____ <b>1. Renewal of Limited Contract</b>  _____ <b>2. Continuing Contract (if applicable)</b>  _____ <b>3. Professional Development Project</b>  _____ <b>4. Non-Renewal</b>  _____ <b>5. Continued Employment</b>  _____ <b>6. Termination</b>  <b>Comments/Reasons:</b> _____
<b>Artifacts Gathering Conference (minimum of 1)</b> Date: _____						
<b>Formal Observation (minimum of (    )</b>  Dates for: <ul style="list-style-type: none"> <li>• Pre-observation Conference</li> <li>• Observation</li> <li>• Post-observation Conference</li> </ul>						
<b>Informal Observation (minimum of 1)</b>  Dates for: <ul style="list-style-type: none"> <li>• Observation</li> <li>• Post-observation Conference</li> </ul>						
<b>Summative Evaluation Conference</b> Date: _____						

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

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

*An attachment may be submitted responding to this evaluation or any part of item therein.  
Signing acknowledges receipt of the evaluation and that a conference took place and not necessarily agreement with the contents of the evaluation.*

# **PART 2:**

## **NORTH ROYALTON CITY SCHOOLS PROFESSIONAL DEVELOPMENT PROJECT (PDP)**



# NORTH ROYALTON CITY SCHOOLS

## PROFESSIONAL DEVELOPMENT PROJECT MANUAL

A Professional Development Project (PDP) can be an alternative to the direct evaluation cycle for continuing contract (tenured) teachers. Its purpose is to enhance professional teaching practices. The project will be mutually agreed upon by the teacher and evaluator. It must be substantive and reflect one or more of the following:

- District/Building Goals
- Individual Professional Development Plan (IPDP)
- Danielson's Teaching Domains

It may be either directly or indirectly observable. Certain projects may involve classroom visits by the evaluator.

### **Questions to consider in selecting a Professional Development Project:**

- In your practice, what is an area related to Danielson's Model you have always wanted to work on but never have?
- What would you consider to be your most pressing need as a professional?
- Is there a teaching technique you would like to develop?
- Are there classroom aids you would like to develop?
- Are there enrichment experiences for students, parents and/or teachers you would like to develop?
- Are there areas of your Individual Professional Development Plan (IPDP) that need attention?
- Is there a district or building goal to which you can contribute?

### **PROFESSIONAL DEVELOPMENT PROJECT TIME LINE**

**October 1<sup>st</sup>:** Professional Development Project Orientation

**November 1<sup>st</sup>:** Individual Conferences to Establish Professional Development Project

**April 1<sup>st</sup>:** Completed and Final Evaluation of Professional Development Project



**NORTH ROYALTON CITY SCHOOLS**  
**PROFESSIONAL DEVELOPMENT PROJECT**  
*Pre-Conference Worksheet*

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

**Evaluator:** \_\_\_\_\_ **Years in System:** \_\_\_\_\_

1. State your Professional Development Project objective(s) to be accomplished this school year.
  
  
  
  
  
  
  
  
  
  
2. What is your action plan to carry out your Professional Development Project?
  
  
  
  
  
  
  
  
  
  
3. How will your Professional Development Project align with one or more of the following:
  - District/Building Goals
  - Individual Professional Development Goals (IPDP)
  - Danielson's Teaching Domains
  
  
  
  
  
  
  
  
  
  
4. How will you determine the success of your Professional Development Project?



**NORTH ROYALTON CITY SCHOOLS**  
**PROFESSIONAL DEVELOPMENT PROJECT**  
*Final Summary*

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

**Evaluator:** \_\_\_\_\_ **Years in System:** \_\_\_\_\_

Please return this form to your evaluator by: \_\_\_\_\_

If you have any questions, please stop by and see me at your convenience.

1. State your Professional Development Project objective(s) that you accomplished this school year.
  
  
  
  
  
  
  
  
  
  
2. What is your action plan to carry out your Professional Development Project?
  
  
  
  
  
  
  
  
  
  
3. How did your Professional Development Project align with one or more of the following:
  - District/Building Goals
  - Individual Professional Development Goals (IPDP)
  - Danielson's Teaching Domains
  
  
  
  
  
  
  
  
  
  
4. Will your Professional Development Project continue into the following school year? If so, what possible resources will be needed to accomplish your goals?
  
  
  
  
  
  
  
  
  
  
5. Do you feel your Professional Development Project was a successful venture? Please explain.



**NORTH ROYALTON CITY SCHOOL DISTRICTS  
PROFESSIONAL DEVELOPMENT PROJECT  
Evaluation Form**

**Teacher:** \_\_\_\_\_ **Subject/Grade:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Years in System:** \_\_\_\_\_

**DATE OF PROFESSIONAL DEVELOPMENT PROJECT:** \_\_\_\_\_

Date(s) of Observation and/or Interim Conferences: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**STATEMENT OF PROFESSIONAL DEVELOPMENT PROJECT:**

**EVALUATOR FEEDBACK:**

**RECOMMENDATION OF EVALUATOR:**

- \_\_\_\_\_ Be evaluated on the fourth year from the year present project was completed.
- \_\_\_\_\_ Be evaluated the following year by using Section II (Specific Evaluation Procedures), Subsection C.
- \_\_\_\_\_ Continue Professional Development Project into the following school year.

**REASONS:**

**TEACHER’S COMMENTS FOR AGREEMENT AND/OR DISAGREEMENT:**

Evaluator’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(This merely indicates that I have read this report.)*