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COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2019

TO

JUNE 30, 2022

**BOARD OF EDUCATION OF
THE POLARIS CAREER CENTER**

- AND -

POLARIS EDUCATION ASSOCIATION

Board Adopted: May 20, 2019

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PREAMBLE

This Collective Bargaining Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the BOARD OF EDUCATION OF THE POLARIS CAREER CENTER, hereinafter referred to as the “Board,” and the POLARIS EDUCATION ASSOCIATION, an affiliate of the National Education Association (NEA), Ohio Education Association (OEA) and the Northeast Ohio Education Association (NEOEA), hereinafter referred to as the “PEA” or “Association.”

ARTICLE 1 – RECOGNITION

1.1 Bargaining Unit Defined.

The Board recognizes the Association as the sole and exclusive representative of the bargaining unit consisting of all certified/licensed members of the instructional staff and counselors. Members in the defined unit will be referred to as bargaining unit members or members.

- A. Day refers to a working day (Monday through Friday excluding holidays).
- B. Year for purposes of this Agreement is July 1 through June 30.
- C. Full-time members shall be defined as those members whose assigned student contact time is at least two-hundred forty minutes and/or who teach at least 5 class periods.
- D. Part-time members shall have their hours contiguously assigned and shall be compensated for salary, benefits, and planning time on a prorated basis.

ARTICLE 2 – DAYS AND HOURS OF WORK

2.1 Calendar/Length of Work Year.

The work year for a bargaining unit member shall be one hundred eighty-five (185) member workdays, including one hundred eighty (180) student report days, unless reduced by calamity days per ORC 3317.01 and 3319.08. The additional five (5) workdays will be scheduled annually in collaboration with the Association via the Faculty Leadership Team and will be finalized by April 1 of each year for the succeeding school year.

2.2 Length of Workday.

- A. The workday for bargaining unit members shall not exceed seven and three-quarters (7-3/4) consecutive hours. Members may opt for one of two workday schedules:
 - (1) beginning no later than fifteen (15) minutes prior to the start of the student day and concluding sixty (60) minutes after the student day, or
 - (2) beginning no later than thirty-five (35) minutes prior to the start of the student day and concluding forty (40)

minutes after the student day. Members are to notify the Principal of the selected schedule prior to commencement of the first student day. Members may change their workday schedule with at least five (5) days' notice to their Principal. Upon prior notice, all members will be required to work schedule (1) on days of faculty meetings.

- B. The starting and ending times of the regular school day for a member may be altered, upon mutual agreement between the member and the Superintendent or his/her designee.
- C. Notwithstanding the above, upon mutual agreement between a member and the Superintendent or his/her designee, a course may be offered outside of the workday (before or after the normal workday or on weekends) to better address the needs of the students. The Association President will be notified of any such agreement. The course may be flexibly scheduled and may take place on-site (satellite location or Polaris) or via distance learning or a combination of both. Members willing to take on the additional course will be selected based upon qualifications (licensure, experience and training) with the first opportunity being given to qualified members assigned at the on-site location. Seniority will be used as a tie breaker if there is more than one qualified member interested in teaching the course at the location. If there are no qualified and interested members at the location, the opportunity will be given to the member who is both qualified and most senior. The extra course will be factored into the member's hours for purposes of benefits. The member will be compensated at a prorated 6th hour rate per semester for the extra course.

2.3 Lunch Period.

All members shall have a minimum thirty (30) minute duty-free and uninterrupted lunch period between the hours of 10:00 a.m. and 1:30 p.m. unless otherwise mutually agreed by the Principal and the member involved. A member who wishes to leave the building during lunch needs to provide notice to the Principal.

2.4 Weekly Teaching Load for Non-Sixth Hour Members.

- A. The assigned workload for members not covered under Section 2.4 shall not exceed a weekly combination of twenty-five (25) hours of teaching and assigned non-teaching duty time. In addition, the member will receive assigned preparation time of no less than one (1) class period of at least 40 minutes during the student day. Notwithstanding the above, where a member's scheduled assigned student contact time exceeds twenty-five (25) hours per week, the member will be compensated for the additional time on a prorated basis using the formula contained in Article 23.5, [*e.g.*, $5\frac{3}{4}$ hours of student contact time will be calculated at 0.75 of the additional compensation that would be paid to a sixth hour member]. Sixth hour compensation shall not exceed \$8,800.
- B. Members assigned to one (1) building shall not teach more than six (6) classes. Members assigned to teach in more than one (1) building a day shall teach no more than five (5) classes and will not be assigned a non-teaching duty. Except as set forth below, no member will be assigned more than four (4) class preparations within the same quarter. The limitations in this paragraph may be modified by mutual

agreement of the member and Superintendent (or designee). Should the need arise for a teacher to teach more than four (4) preparations, a meeting will be scheduled with the Superintendent (or designee), the affected member(s) and the Association President prior to the assignment of the additional preparation.

2.5 Sixth Hour Members.

- A. Sixth hour members are those members assigned to more than twenty-five (25) hours of teaching time weekly. Sixth hour members will be assigned a maximum of six (6) hours teaching time with no duty assignment. Sixth hour members will not receive any scheduled planning time. They will receive a daily uninterrupted thirty (30) minute duty-free lunch. Sixth hour members will receive an additional amount of compensation as specified in Article 23.5, Sixth Hour of Teaching.
- B. If there is a change in a member's 6th hour status or 6th hour compensation during the summer, the member will be notified as soon as possible. A member may request a meeting with the Principal and the PEA President regarding changes in his/her 6th hour status or 6th hour compensation prior to the change.
- C. Prior to embedding a class into a career-tech program, the affected member and the Association President will be given an opportunity to discuss the implications of the course changes with the Principal.
- D. A 6th hour career-tech member who has an "embedded" academic class as part of his/her program will be compensated 100% of the 6th hour stipend during the first year of the transition. For the following years, the career-tech member will be compensated according to the provisions of Article 2.4 and will be given a planning period.

2.6 Schedules.

- A. Members will receive a copy of their tentative individual assignment for the upcoming school year on the last teacher day of school. An updated tentative individual assignment will be sent electronically by August 15. The master schedule will be available upon request no later than the first member workday.
- B. In order to meet the needs of a particular program, a flexible school year calendar for an individual bargaining unit member may be developed by August 15 to address the length of the bargaining unit member's specific work year, length and structure of work day, coordination of multiple satellite programs and vacation/leave alignment, if applicable. This specific calendar will be developed by the Superintendent (or designee) and the affected member with notice to the Association President. The member's participation in regular meetings that occur throughout the regular school year will be incorporated into the flexible school year schedule.

2.7 Leaving the Building.

During periods (other than lunch) when members are not directly supervising students, they may leave the building after notification to and approval from the Principal or designee.

2.8 Evening Meetings.

Members may be required to attend three (3) evening meetings per work year scheduled at the discretion of the Principal, with input from the FLT. These may include up to two Recruitment Night meetings (which will not be held on Sunday without the approval of the FLT), and an advisory committee meeting. All other evening meetings not designated by the Principal as mandatory are optional and unpaid.

2.9 Faculty/In-Service Meetings.

All Members may be required to attend no more than one (1) faculty/in-service meeting a month outside their work day, with no more than eleven (11) such meetings per school year. Notice of such meetings will be posted or otherwise announced at least four (4) work days in advance unless an emergency situation prevents such notice. Except in emergency or unusual situations, required meetings shall conclude within twenty (20) minutes after the close of the regular work day. Meetings held during a member's assigned preparation time(s) as referred to in Section 2.5 shall be by mutual arrangement and consent of the Principal and member(s) involved. A bargaining unit member may be requested by the administration to be available for conferences with students and/or parents either before or after the normal student day provided that the members shall have been given at least two (2) work days' advance notice of such conference.

2.10 Professional Meetings.

Upon approval of the Superintendent or his/her designee, members may attend professional meetings scheduled during the teacher school year, without loss of pay. Upon approval of the Superintendent or his/her designee, members shall be reimbursed for registration fees, mileage and meals per Board policy.

2.11 NEOEA Day.

School will not be scheduled on NEOEA Day, and it will be a day off for members which will not be counted in fulfillment of the 185-day member attendance requirement set forth in Section 2.1 of this Article.

2.12 Class Size.

A. Career-technical class size will be limited to twenty-five (25) students. A career-technical class may exceed twenty-five (25) students with the consent of the affected member. If the career-technical member does not agree to a class of greater than twenty-five (25) students, then the class size will be reduced to twenty-five (25) or fewer students.

- B. Academic class load shall be limited to one hundred forty-five (145) students in a grading period. The administration will strive to limit academic class sizes to no more than twenty-five (25) students per class. If at any time it is found that the class size exceeds twenty-five (25) students for a period in excess of fifteen (15) days, the member will be paid two hundred thirty dollars (\$230) per excess student per semester.
- C. Satellite class load shall be limited to one hundred fifty (150) students in a grading period. The administration will work with the associate school to limit satellite class sizes to no more than twenty-five (25) students per class. If at any time it is found that the class size exceeds twenty-five (25) students for a period in excess of fifteen (15) days, the member will be paid \$230 per excess student per semester.

2.13 Preparation Periods.

A member who teaches four (4) preparations, which is equivalent to teaching four (4) different curricula, shall not have a non-teaching duty. Satellite members who travel between assignments shall not have a non-teaching duty.

2.14 Traveling Teachers.

A good faith effort will be made to limit building assignments of traveling members to two (2) buildings per day and to schedule adequate travel time between assignments taking into consideration set-up and tear-down time in addition to travel time. In establishing the schedules for traveling members, the affected members will have input.

ARTICLE 3 – PAYMENT SCHEDULES

3.1 Payment Schedules.

Effective September 1, 2013, salaries shall be paid by the Treasurer in twenty-four (24) installments annually. Paychecks will be direct deposited on the 10th and 25th of each month. If a payday occurs on a day when schools are not in session the Board will submit such pay to the member on the last banking day prior to the pay day.

ARTICLE 4 – PAYROLL DEDUCTIONS

4.1 Dues Deductions.

- A. Upon the written authorization of the bargaining unit member the Board shall cause to have deducted from said member's wages the prescribed amount of Association dues. The Board shall make payroll deductions for Association dues (PEA, NEOEA, OEA, NEA) in either twelve (12) equal installments beginning with the first pay in November of each school year or three (3) equal installments made the first pay of December, January, and February. The enrollment/withdrawal period for such deduction shall be from August 1 to August 31 of each school year. Authorization shall be on a continuing basis from year to year, unless the member resigns membership in the Association. Such deductions shall be irrevocable for periods of

one (1) year except that authorization may be withdrawn during the month of August each year. Notification of a desire to withdraw from payroll deduction authorization shall be submitted in writing by a bargaining unit member to the Treasurer. The Association President shall be provided a copy of such notification from the Treasurer. Should a bargaining unit member challenge Association membership, upon request from the District, the Association will provide written confirmation evidencing an individual's consent to be an Association member.

B. Defense and Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to defend and ` the Board (including each of its officers, members, members and agents) for any costs or liability incurred as a result of the implementation and enforcement of this Section 4.1 provided that:

- i. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board;
- ii. The Association shall reserve the right to designate counsel to represent and defend the employer; and
- iii. 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 or they so desire, and/or 3) not oppose the Association or its affiliate(s) application to file briefs amicus curiae in the action.

4.2 Members Leaving the District.

The dues for any bargaining unit member employed after October in any school year shall be deducted on a prorated scale in equal amounts over the remaining pay periods. If a member leaves during the course of the school year, the balance of the annual deduction shall be deducted from the final paycheck of the bargaining unit member leaving his/her position. The Treasurer of the district will notify the Association Treasurer when a member will not be returning.

4.3 Tax Sheltered Annuity.

The Board will provide payroll deductions for tax sheltered annuities for members wishing to participate in a 403(b) plan, a 457(b) plan or both. Each annuity company must be licensed by the State of Ohio and have a minimum of three (3) or more contracts with members of the District. Members with contracts not meeting these criteria will be grandfathered.

Such payroll deductions will be made from each paycheck, as authorized by the member, and remittance of such deductions shall be made to the appropriate annuity company within five (5) days of the receipt of the annuity company's billing(s). Bargaining unit members may enroll in a tax sheltered annuity program during any school year.

Application for such deductions shall be made on an official annuity company form at least two (2) weeks in advance of its effective date. Cancellations or reductions of these annuities will be accepted during any pay period of the calendar year.

4.4 **STRS Service Credit Buy-Back by Payroll Deduction.**

The Board will make available payroll deduction for bargaining unit member buy-back of qualifying STRS credit in compliance with Section 3307.281 of the Ohio Revised Code, STRS rules, and IRS requirements. All members who wish to purchase or restore credit through payroll deduction must do so pursuant to this Section of the Agreement. The deduction shall occur with the first two (2) pays of the month in an amount designated in writing by the member and filed with the Treasurer. All such deductions shall be accounted for as “after tax” contributions.

4.5 **Political Contributions.**

Upon the written authorization of a bargaining unit member the Board shall cause to have deducted from said member’s wages a prescribed amount as his/her contribution to a political organization(s), party(ies), and nonpartisan issue(s). The minimum deduction is established at a rate of two dollars (\$2.00) per month beginning in October and ending in May. Money so deducted shall be forwarded on the payroll day on which it is made, to the political organization(s) designated by the member.

4.6 **Other Deductions.**

Payroll deductions will be made for those bargaining unit members requesting such for the purpose of purchasing U.S. Savings Bonds. However, in order to implement this provision, at least three (3) members must enroll in this deduction program.

4.7 **No Cost.**

All of the above payroll deductions shall be made at no cost to the member or to the Association.

ARTICLE 5 – AUTHORIZED LEAVES

5.1 **Sick Leave.**

5.11 **Sick Leave Credits.**

Sick leave shall be credited in accordance with Section 3319.141, Ohio Revised Code, at the rate of one and one-quarter (1-1/4) days per month, beginning with the month of September of each school year, to a maximum annual accumulation of fifteen (15) days. A bargaining unit member shall be allowed to accumulate an unlimited number of sick days. Five (5) days of advanced sick leave shall be available at the beginning of each school year to each newly employed member. If a member’s employment shall terminate prior to earning the advanced and used sick leave days, an amount of money equal to the sick leave taken but not earned may be withheld by the Board from that member’s last pay.

5.12 Use of Sick Leave.

- A. Members may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the member's immediate family. The term "immediate family" in the case of illness or injury means spouse or other relatives living within the household (including grandchildren) of the member and parents or children (natural, adopted, or step) regardless of place of residence, or "significant other" (one who resides with the member, has stood in the relationship of a spouse for a least one year, and the relationship is expected to be ongoing). The member's "immediate family" in the case of deaths means, in addition to the above, death of grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, and parents-in-law. Where the need for sick leave is known in advance, such as for scheduled surgery or pregnancy and child birth, notice of intent to use sick leave shall be given as soon as practicable after the member learns of the expected starting date of such sick leave. Such notice may be rescinded whenever the leave is no longer needed.
- B. Any use of sick leave by a member for absence as provided in this Article (with exception of absence due to death in the member's immediate family), which is anticipated to be or was in excess of four (4) consecutive workdays will require a physician's written statement.
- C. Any use of sick leave for absence due to death in the member's immediate family which is anticipated to be or was in excess of five (5) consecutive workdays will require a written statement from the member indicating why an absence in excess of five (5) consecutive workdays is/was needed.
- D. A member who requires sick leave upon the birth of a child need not provide proof of medical care for the six (6) calendar weeks following the birth. Any sick leave used beyond those six (6) weeks will require a physician's statement.

5.2 Parental Leave.

5.21 Procedure.

At the expiration of any paid sick leave related to pregnancy or adoption, leave without pay for any period of up to ten (10) complete quarters shall be granted to members who request parental leave. To be eligible for each parental leave under this Section, the member must have been in active pay status for a minimum of one (1) full school year prior to each requested leave. Such leave shall be available to any member due to the birth of his/her child or the adoption of a child. Notification of the desire for such leave and the number of quarters (inclusive of the quarter in which the leave begins) shall be submitted to the Superintendent or his/her designee as soon as the need is known but no later than thirty (30) calendar days prior to the effective date of the leave. Such notice may be rescinded at any time prior to the effective date of the leave. One extension after submission of the original request will be granted. The written request for an extension of such leave must be submitted to the Superintendent or his/her designee no later than May

10 for an extension beginning in the first (1st) quarter of the upcoming school year and at least sixty (60) calendar days prior to the effective date of any extension beginning in the second (2nd), third (3rd) or fourth (4th) quarters of the upcoming school year. In the event of extenuating circumstances (e.g. loss of spouse's job, loss of insurance, serious health condition of family member), the member may request an earlier return date (tied to the end of the quarter) with at least fourteen (14) calendar days' notice to the Superintendent or his/her designee prior to the start of the next quarter. For classroom members only, all original requests for parental leave must be for a minimum of one quarter and in no event will the leave expire mid-quarter.

5.22 Reduction in Force.

All members granted a parental leave will be subject to all provisions of the reduction in force policy in Article 9.

5.23 Reinstatement.

Upon return from leave, the member shall be reinstated to a position and shall assume the same position on the salary schedule held prior to the leave. The member's assignment, insofar as practicable, shall be comparable to that held prior to the leave. Any member returning from parental leave shall not be entitled to advancement on the salary schedule for the period of absence, nor shall any sick leave accrue during that time.

5.24 Insurance Benefits.

Any member on such leave will be entitled to purchase at his/her own expense and at the group rate, any and all insurance benefits available to members. Refer also to Section 5.86 for additional information.

5.25 Recall Rights for Members Ineligible for Parental Leave.

In the event a member does not qualify for parental leave because the member has not been on active pay status for one (1) full school year prior to the requested leave, the member may request a voluntary reduction in force. In such case, the member will be placed on the recall list and the member's re-employment will be governed by Section 9.5 of the Agreement governing right to recall.

5.3 Personal Leave.

5.31 Days Available.

Up to three (3) days of absence shall be granted with pay in any one (1) school year to attend to personal business that cannot be conducted outside of a regular school day. Personal leave may be used on the day prior to or after a holiday, school recess or vacation upon stating the reason for the personal leave. Requests shall be submitted on-line to the appropriate administrator four (4) days in advance when circumstances permit and otherwise not less than three (3) days in advance. If circumstances make it impossible to comply with these advanced application requirements, special consideration may be given by the Superintendent or his/her designee.

5.32 Procedure.

Each member making application for personal leave shall indicate on the designated electronic form one (1) of the following reasons for use of personal leave: (A) funerals other than in the immediate family; (B) mandatory court appearances; (C) necessary legal or business matters that cannot be attended to outside of school hours; (D) important family obligations over which the member has no direct control (for example: adoptions, graduations, or wedding of a family member or close friend). No further clarification will be required of the member except in situations in which facts come to the attention of the administration indicating possible abuse of personal leave use.

Unused personal leave days shall be transferred to the member's accumulated sick leave days at the end of each school year at the rate of one (1) sick leave day per unused personal leave day.

5.4 Military Leave.

5.41 Re-employment Upon Completion.

Military leaves and rights to re-employment upon completion of military service will be granted upon terms and conditions and to the extent specified by Section 3319.14, Ohio Revised Code.

5.42 Reserves.

A member who is a member of the state or federal armed services or any other reserve component of the armed forces may be on leave without loss of pay for a period not to exceed thirty-one (31) days in any one (1) calendar year. The member will be entitled to purchase all insurance benefits available to members at his/her own expense and at the COBRA rate after the thirty-first day.

5.43 Ohio Military Family Leave.

The Board will provide the lesser of 10 work days or 80 hours of leave once per calendar year to members who are the spouse, parent, or who have or had custody of a member of the "uniformed services" when that member is:

- called into "active duty" for a period longer than 30 days; or
- injured, wounded, or hospitalized while serving on active duty in the uniformed services.

The term "active duty" is defined as full-time duty in the active military service of the United States or active duty pursuant to an executive order of the president of the United States, an act of the Congress of the United States, or a proclamation of the governor. "Active duty" does not include active duty for training, initial active duty for training, or the period of time for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any duty unless such period is

contemporaneous with an active duty period.

The term “uniformed services” includes: the U.S. Armed Forces, the Ohio organized militia when engaged in full-time National Guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

Members must meet each of the following conditions to be eligible for Ohio military family leave:

- The member must have been employed by the District for at least 12 consecutive months and for at least 1,250 hours in the 12 months immediately preceding the leave.
- The member must provide the District with at least 14 days’ advance notice prior to taking leave because of a call to active duty, or at least 2 days’ advance notice prior to taking leave due to an injury, wound, or hospitalization – unless the leave is for critical or life-threatening injuries.
- The member must exhaust all other available leave other than sick leave or disability leave.
- The member can only take Ohio military family leave within two weeks prior to or no later than one week after the deployment date of the member’s spouse, child, or ward or former ward.

The Board will continue to provide members with benefits during the leave period and may require the requesting member to provide the appropriate military certification to verify leave eligibility.

5.5 Assault Leave.

5.51 Qualifications.

A member who must be absent due to disability resulting from a physical assault on such member which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school-sponsored function shall be eligible for assault leave. Upon determination of eligibility by the Board, such leave shall be granted for the period of physical disability not to exceed twenty-five (25) school days upon the member’s delivering to the Superintendent or his/her designee a signed statement on forms prescribed by the Board and maintained by the Superintendent or his/her designee. Such statement shall indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the member to participate and cooperate fully with the Board in pursuing legal action against the alleged assailant(s). If legal action results, said member shall be granted leave of his/her professional duties with no loss of pay for necessary time in court. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

5.52 Payment.

Full payment for assault leave, less workers' compensation, shall not exceed the member's per diem rate of pay, exclusive of supplementary pay but inclusive of any sixth hour of class, and will not be approved for payment until the form and certificate provided are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

5.53 Additional Time.

Where the member exhausts his/her assault leave, the member may use sick leave for the period of disability. If sick leave and the assault leave provided for herein become exhausted, the member may apply for further assault leave. Whether such additional assault leave is granted shall be determined solely by the Board. Where the assaulted member becomes eligible for benefits under the State Members Retirement System because of any disability or because of age or where the member's employment by the Board ceases for any reason whatsoever, this leave provision shall no longer apply and any assault leave payments shall automatically terminate.

5.6 Leave Without Pay for Illness or Other Disability.

5.61 Period of Leave.

A member shall be granted an unpaid leave of absence for illness or other disability of the member for a period of up to four (4) semesters. A member may be granted an unpaid leave of absence for illness or other disability in the immediate family as defined in Article 5.12 of this Agreement for a period of up to four (4) semesters.

5.62 Application for Leave.

A request for such leave of absence will be submitted in writing to the Superintendent or his/her designee, will state the specific expiration date of the requested leave and will be accompanied by a written statement from a physician substantiating that an illness or disability exists requiring the requested leave of absence.

5.63 Return from Leave.

The Board will not be obligated to return a member to active status with pay and benefits prior to the expiration date of the leave of absence granted for illness or disability. Upon expiration of the leave and return to service, the member shall resume the contract status held prior to the leave. Written notification for return from such leave must be submitted to the Superintendent or his/her designee by April 1 of the school year prior to return or by October 1 of the school year in which they plan to return at the beginning of the second semester.

5.64 Catastrophic/Life-Threatening Alternatives.

In the event a member requires leave due to a catastrophic or life-threatening illness or injury, and the member has exhausted his/her sick leave, the Association and Administration will meet to discuss possible alternatives which may include the donation of sick leave days by other bargaining unit members. Each situation will be discussed and addressed on a case-by-case basis.

5.65 Insurance Benefits.

Any member on such leave will be entitled to purchase, at his/her own expense and at the group rate, any and all insurance benefits available to members. Refer also to Section 5.86 of this Agreement for additional information.

5.7 Sabbatical Leave.

5.71 Period of Leave.

Any member who has completed 5 years of service in this system may, with the permission of the Superintendent or his/her designee and the Board, be entitled to a leave of absence without pay for one year with a possible extension for an additional year.

5.72 Application for Leave.

The member shall present to the Superintendent or his/her designee for approval a plan for professional development activities directed toward the achievement of district goals and objectives by February 1 prior to the school year of the requested leave or another date agreed to by the member and the Superintendent or his/her designee. Applications will be judged purely upon merit and their relevance to the needs of the Polaris Career Center. The Superintendent or his/her designee and the Board will advise all applicants on or before April 1st as to their decision on the application in question. The Superintendent and Board may grant such a leave based on the availability of a satisfactory substitute. No more than five percent (5%) of the members and no more than one member in any area may be granted sabbatical leave at any one time. No member may be approved for sabbatical leave more often than once for each five (5) years of service.

5.73 Return from Leave.

When a member returns from a sabbatical leave, he or she shall be assigned to a position for which he/she is certified unless affected by the provisions of Article 9 - Reduction in Force, and shall resume the contract status held immediately prior to the granting of any such leave although the member shall advance on the seniority list for the year on sabbatical leave. The member will not be given credit on the salary schedule for the sabbatical leave until the beginning of the third year following the member's return from the leave. It shall be the member's responsibility to notify the Treasurer's office of the advancement.

5.74 Insurance Benefits.

Any member on such leave will be entitled to purchase, at his/her own expense and at the group rate, any and all insurance benefits available to members.

5.8 Family and Medical Leave of Absence Policy.

5.81 Eligibility.

- A. An eligible member may take up to twelve (12) work weeks of unpaid leave (FMLA Leave) in any school year (July 1 to June 30) for one or more of the following circumstances:
- i. the birth of an member's child and to care for the child;
 - ii. the placement of a child with an member for adoption or foster care;
 - iii. to care for the spouse, child, or parent of an member when that family member has a serious health condition;
 - iv. the member's inability to perform the functions of the position because of the member's own serious health condition;
 - v. for qualifying military situations arising when an member's spouse, son, daughter, or parent is on covered active duty or is called to active duty status in the Regular Armed Forces or in the National Guard or Reserves and deployed to a foreign country.
 - vi. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA leave if the leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total of twenty-six (26) workweeks of FMLA leave if the leave is requested to care for a covered service member. Any period of absence from work due to or necessitated by military service protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA) will be counted in determining an member's eligibility for FMLA leave.
- B. To be eligible for FMLA Leave, members must:
- i. have been working for the Board for at least 12 months before the commencement of the leave. The 12 months need not be consecutive, as long as any break in employment (other than National Guard or Reserve military service) does not exceed seven (7) years.
 - ii. have worked at least 1,250 hours during the 12-month period immediately preceding the date the leave is to commence. Time spent on unpaid leave does not count towards the 1,250 hours requirement and full-time licensed members employed for at least 12 months are presumed to meet this requirement.
- C. An eligible member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the member. For purposes of this Section, a

qualifying military situation arises when a member's spouse, son, daughter, or parent is on covered active duty or called to active duty status (See A.vi. above) and includes, but is not limited to, the following situations:

- i. attendance at official military-sponsored events;
- ii. to arrange for alternative childcare or schooling, or to provide childcare on an urgent/immediate need basis (not routine or regular basis);
- iii. to make financial or legal arrangements to address the member's absence while on active duty;
- iv. counseling;
- v. rest and recuperation;
- vi. post-deployment activities;
- vii. leave to address issues that may arise from short-notice deployment;
- viii. leave to spend time (maximum of 15 calendar days) with a military member who is on short-term, temporary rest and recuperation; and
- ix. leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness aggravated by or incurred in the line of active duty that renders a service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list, or a covered veteran as defined by FMLA who was released or honorably discharged in the 5-year period preceding the commencement of leave.

- D. This policy does not limit or enlarge entitlement to paid or unpaid leave for which a member is otherwise eligible under the negotiated agreement. However, if a member is entitled to and takes paid sick leave for any circumstances set forth in Section 5.2, the leave will be treated as and counted against FMLA leave available under this Article.

5.82 Notice.

- A. The member shall provide the Superintendent or his/her designee with no less than thirty (30) day' prior written notice to take leave for the birth or placement of a child when the member's need for leave is foreseeable. If the member's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.

- B. Whenever the leave is necessitated by the serious health condition of the member or her/his family member and is foreseeable based upon planned medical treatment, the member shall provide the Superintendent or his/her designee with no less than thirty (30) days' prior written certification issued by a health care provider to support her/his request for leave. If a member requires intermittent leave as set forth below, the member shall provide the Superintendent or his/her designee with no less than thirty (30) days' prior written certification. If there is insufficient time to provide such notice because of the need for treatment, the member shall provide notice as early as possible.

5.83 Intermittent Leave and Reduced-Work Schedule.

- A. When medically necessary, a member may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the member has a serious health condition. The member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the District.
- B. However, where a member who is principally employed in an instructional capacity requests intermittent FMLA leave or FMLA leave on a reduced work schedule and where the member would be on FMLA leave for greater than 20% of the total number of working days in the period during which the FMLA leave would extend, such member must elect either:
 - i. To take FMLA leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
 - ii. To transfer temporarily to an available alternative position (if any) offered by the Board for which the member is qualified, and which
 - a. has equivalent pay and benefits; and
 - b. the Board determines better accommodates recurring periods of leave than the regular employment position of the member.
- C. If any other member requests intermittent leave or a reduced-work schedule to care for the serious health condition of a family member or for the member's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the member to an available alternate position with equivalent pay and benefits if:
 - i. The member is qualified for the position; and
 - ii. The position better accommodates recurring periods of leave.

5.84 Leave Near End of Semester.

- A. If a member begins any FMLA leave more than five weeks prior to the end of a

semester, the Board may require the member to continue taking leave until the end of the semester if:

- i. The leave is of at least three weeks duration; and
 - ii. The return to employment would occur during the three-week period before the end of the semester.
- B. If a member begins FMLA leave for purposes of the birth or placement of a child, or in order to care for a spouse, child or parent during the period that commences five weeks prior to the end of the semester, the Board may require the member to continue taking FMLA leave until the end of the semester, if:
- i. The FMLA Leave is of greater than two weeks duration; and
 - ii. The return to employment would occur during the two-week period before the end of the semester.
- C. If a member begins FMLA leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three weeks prior to the end of the semester and the duration of the FMLA leave is greater than five working days, the Board may require the member to continue to take leave until the end of the semester.

5.85 Medical Opinion.

The Board retains the right, at its own expense, to require the member to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the member to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for an FMLA leave.

5.86 Benefits.

The Board shall maintain coverage under the group health plan for the duration of the FMLA leave at the level and under the conditions that would have been provided if the member had continued to work and not taken leave. Payment of the member's required contribution toward the premium must be made by the first day of each month. The member shall not accrue seniority, sick, vacation or personal leaves, or any other employment benefits during the leave period.

5.87 Return to Work.

- A. When an member is medically able to return to work after a serious health condition, she/he shall provide the Board with a statement from her/his health care provider that the member is able to resume the job functions for her/his position.
- B. At the end of an FMLA leave, the Board shall restore a member to the same or an

equivalent position.

- C. Should a member not return to work at the end of the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the member's control, the member shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA leave period. A member shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the member's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return.

5.88 Construction.

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act.

5.9 Jury Leave/ Notification/Remuneration.

A bargaining unit member receiving notice to appear for jury duty and desiring to use jury leave shall notify the Superintendent as far in advance of the absence as possible. A bargaining unit member on jury leave shall receive his/her full salary and benefits while on jury leave. Time spent on jury leave will not be charged against any of the leave provisions found in Article 5. A member shall be required to present proof of jury duty service before payment is made.

5.10 Court/Arbitration Appearance.

Right to Leave.

A bargaining unit member who, because of his/her employment in the District, as defined in Subsection 5.104, is subpoenaed to appear as a witness, will be granted leave for such appearance.

Notice of Intent to Use Leave.

A bargaining unit member receiving a subpoena and desiring leave shall notify the Superintendent as far in advance as possible.

Rights While on Leave.

A bargaining unit member on leave shall receive full salary and benefits while on leave. Time spent on leave will not be charged against any other leave provisions.

Purpose of Leave.

"Because of his/her employment" shall be defined for purposes of this Section to refer to arbitrations under the grievance procedure of this Agreement, lawsuits involving the District, and incidents involving bargaining unit members and/or students which the member may

have occasion to observe and/or have knowledge of because of his/her position.

Restrictions.

Leave shall not be used in cases where the expertise of the bargaining unit member is the basis for the court appearance, but rather, for matters which specifically relate to circumstances that could only have been observed and/or known because of the employment with this District. It is mutually recognized that leave under this Section to appear as a witness need not necessarily be for the entire day but only for that portion of the day (including reasonable travel time, if applicable) when the person's testimony is required.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 Definitions.

- A. **Grievance** is an alleged violation, misinterpretation or misapplication of a provision or provisions of this Agreement.
- B. **Grievant** means a bargaining unit member(s) filing the grievance, or the Association.
- C. **Day** as used in this article means Monday through Friday, excluding all holidays and all other days when school is not in session.
- D. **Purpose.** The purpose of this grievance procedure is to secure at the lowest possible administrative level equitable solutions to grievances as defined in 6.1(A) of this Article.

6.2 Procedure.

6.21 Step One.

If a bargaining unit member(s) or the Association believes there is a basis for a grievance, the member(s) or the Association must first discuss the matter with the Principal not later than twenty (20) days after the date on which the member knew or should have known of the facts on which the claimed grievance is based, in an effort to resolve the matter informally. The member will be accompanied by a representative of the Association at Step One meeting. The meeting will be scheduled by the member or Association electronically indicating that the meeting is a Step One grievance meeting.

6.22 Step Two.

If a grievance is not resolved at Step One, the grievance shall be reduced to writing on the form attached as Appendix A. The written grievance shall be filed by the bargaining unit member(s) or a representative of the Association with the Principal not later than thirty (30) days from the matter giving rise to the grievance. The written grievance must be signed by the grievant(s). The grievance must be dated, and it must state: (a) the alleged facts on which the grievance is based; (b) the date or dates on which the alleged violation,

misinterpretation or misapplication of a provision or provisions of this Agreement occurred; (c) the provision or provisions of this Agreement which have allegedly been violated or misapplied; (d) the remedy sought; and, (e) the date of the Step One hearing.

Within five (5) days of receipt of the written notice, the Principal will meet with grievant and the Association in an effort to resolve the grievance. The Principal will issue his/her disposition of the grievance in writing to the grievant within five (5) days of the Step Two meeting. A copy of the Principal's written disposition shall be sent to the Association President.

6.23 Step Three.

If the grievant is not satisfied with the result of Step Two, he/she may continue the formal procedure by submitting the formal grievance to the Superintendent within five (5) days after receipt of the Step Two disposition.

Within five (5) days of his/her receipt of the written grievance, the Superintendent will meet the grievant(s) and the Association in an effort to resolve the grievance. The Superintendent will issue his/her disposition of the grievance in writing to the grievant within five (5) days of the Step Three meeting. A copy of the Superintendent's written disposition shall be sent to the Association President.

6.24 Step Four.

Only the Association shall have the right to appeal any grievance, as defined in Section 6.1, to arbitration. The Association shall notify the American Arbitration Association (AAA), in writing, within fifteen (15) days after receipt of the written disposition from Step Three, of its intent to appeal the grievance to arbitration. The Association will request the American Arbitration Association (AAA) to provide the parties with a list of nine (9) arbitrators from which the parties can select an arbitrator in accordance with the rules and regulations of the AAA.

The arbitration proceedings shall be governed by the rules and regulations of the AAA.

The arbitrator shall issue a decision within thirty (30) calendar days of the date on which the hearing is closed unless an extension of time is consented to by the parties. The decision of the arbitrator shall be final and binding on the Board, the Association and the grievant provided that the arbitrator shall be governed by the express terms of this Agreement in reaching his/her decision and shall have no authority to make any decision which would modify or change this Agreement in any respect or add to or take away from its terms. The arbitrators' fees and expenses, the cost of the hearing room and of the official stenographic transcript of the proceedings, and other mutually incurred expenses of the arbitration, shall be shared equally by the Board and the Association. Costs not mutually incurred, such as those for the attendance of representatives and other participants on behalf of a party, shall be borne by the party incurring the cost.

6.3 Time Limitations.

- A. The time limitations set forth in Steps One through Four of the grievance procedure are considered to be the maximum. The time limitations may be extended, however, by written mutual agreement of a representative of the Board and the grievant or a representative of the Association on behalf of the grievant.
- B. If a written grievance is not filed with the Principal within the time limits specified in Step Two, the grievance shall be considered waived and further action barred. However, if a claimed violation, misinterpretation or misapplication of a provision or provisions of this Agreement recurs, the time limit will be applied to the most recent occurrence.
- C. If a decision on a grievance is not appealed within the time limits specified in any step of the grievance procedure, the grievance will be deemed settled on the basis of the disposition at the prior step and further appeal shall be barred.
- D. In the event a grievance is filed after May 15 in any school year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process the grievance prior to the end of the school year.

6.4 Rights of Parties.

- A. A grievant, accompanied by the Association, may appear on his/her own behalf at Steps One through Three of the grievance procedure. The grievant shall notify the Association when a written grievance has been formally submitted. The Association shall be present at Steps One through Three and to present its views. No individual grievance settlement shall be inconsistent with the terms of this Agreement.
- B. The Association may withdraw its support of a grievance at any time.

ARTICLE 7 - EVALUATION

The parties shall maintain the current evaluation system until the 2020-21 contract year.

Effective with the 2020-21 contract year, the parties will implement a revised evaluation system in accordance with Ohio Revised Code provisions, as amended by SB 216. The parties agree to implement the Ohio Teacher Evaluation System (“OTES”) and Ohio School Counselor Evaluation System (“OSCES”) and use the associated forms, including the OTES designated rubric(s) issued by ODE.

An Evaluation Committee shall be formed consisting of the Superintendent (or his/her designee), and up to two (2) administrators appointed by the Superintendent, the Association President and up to two (2) bargaining unit members appointed by the Association President. The purpose of the Committee shall be to ensure the system remains in compliance with state law and make recommendations regarding the evaluation system. Any Committee recommendations that alter the language of the collective bargaining agreement must be ratified by the membership and approved by the Board. The Committee shall meet at least once annually to review the evaluation system.

7.1 Evaluation Procedure Defined.

The evaluation procedure established in this agreement conforms to the framework for the evaluation of members developed pursuant to Sections 3319.111 and 3319.112 of the Ohio Revised Code.

7.2 Training.

Annual updates on the member evaluation framework and system will be provided to bargaining unit members by the SLO Committee prior to September 30.

7.3 Assessment of Teacher Performance.

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” The evaluation process shall be conducted by a member of the District administrative staff who is paid on the administrative salary schedule, is certified as an administrator or supervisor under Ohio Revised Code Section 3319.02, has completed state-sponsored evaluation training and has passed the online credentialing assessment.

7.4 Walkthroughs.

The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. Any documentation resulting from the evaluator’s walkthrough will be given to the member within five (5) workdays of the walk-through.

7.5 Procedures for Limited and Continuing Contracts.

7.51 The first observation cycle will include one (1) formal classroom observation and must be completed on or before the last day of the first semester. The second observation cycle will include one (1) formal classroom observation and must be completed on or before May 1. Teachers whose limited contracts are up for non-renewal shall receive three (3) observations during the school year.

7.52 A continuing contract teacher receiving a rating of Accomplished will be evaluated once every three (3) years as long as the teacher’s student growth measure for the most recent school year for which data is available is average or higher.

7.53 A continuing contract teacher receiving a rating of Skilled or a limited contract teacher receiving a rating of Accomplished will be evaluated every two (2) years as long as the teacher’s student growth measure for the most recent school year for which data is available is average or higher.

7.54 In any year in which a teacher has not been formally evaluated as a result of having

previously received a rating of Accomplished or Skilled, a credentialed evaluator shall conduct at least one (1) thirty-consecutive-minute observation of the teacher and hold at least one (1) post-observation conference with the teacher. The conference will be held within ten work days after the observation and a written summary will be provided within five work days after the observation

7.55 A teacher who meets the following requirements will not be evaluated:

1. The teacher was on leave from the District for fifty percent (50%) or more of the school year in which the evaluation is otherwise scheduled to be conducted.
2. The teacher has submitted a notice of retirement by October 1 and that notice has been accepted by the Board not later than the first (1st) day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

7.56 If a teacher receives a rating of Accomplished in the previous year and has more than one immediate supervisor, he/she may choose which immediate supervisor will be the evaluator for the ensuing school year.

7.6 Formal Observations.

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

7.62 Formal observations shall be for a duration of at least thirty (30) consecutive minutes.

7.63 Within five (5) days of each formal observation, the teacher shall receive a written observation report (Appendix G-2). The evaluator shall meet with the teacher to discuss the observation within ten (10) days of the observation.

7.64 The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member.

7.65 Observations will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than five (5) days or on staff development release time days.

7.7 Criteria for Student Performance Assessment.

7.71 Student growth measures shall account for fifty percent (50%) of a member's

evaluation. If an ODE approved, standardized pre- and post-assessment exists for a class preparation, the member will use that assessment. Additionally, a member may elect to also use a locally developed assessment. The ODE approved assessment will be weighted equally with a locally developed assessment. The ODE approved assessment will count for 25 percent of the member's evaluation and the locally developed assessment will count for 25 percent of the member's evaluation.

- 7.72** In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.
- 7.73** Classroom teachers will be required to develop Student Learning Objectives (SLOs) for the purpose of measuring student growth. There will be at least one (1) SLO per class preparation, to a maximum of four (4) SLOs. The SLO will be developed and shared with the SLO Committee by October 1. The SLO Committee will complete its review of the SLO by October 31. Each SLO should include a hands-on assessment measure. The duration for measuring progress under an SLO will be at least one grading period. A pre- and post-assessment will be submitted to the supervisor.

Results of the pre- and post-assessments will be retained by the teacher and submitted to the Principal at the end of the school year.

- 7.74** Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:
- A. Above
 - B. Expected
 - C. Below

7.8 Finalization of Evaluation.

- 7.81** Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the ODE's adopted formula. The ODE formula currently in place is based on the following six hundred (600) point scale:

Teacher Performance

	Accomplished 4	Skilled 3	Developing 2	Ineffective 1
Above	Accomplished	Accomplished	Skilled	Developing
Expected	Skilled	Skilled	Developing	Developing
Below	Developing	Developing	Ineffective	Ineffective

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

7.82 A copy of the summative evaluation report (Appendix G-4) will be given to the teacher at least two (2) days prior to the evaluation conference. The evaluation conference will be held within ten (10) days of the second observation. This timeline may be extended if the bargaining unit member or evaluator is absent.

7.83 The evaluator shall sign the evaluation report. The evaluation report should then be signed by the teacher to verify notification to the member that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

7.84 A teacher shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file.

7.9 Professional Growth Plan.

7.91 Professional Growth Plans shall include the following components:

- a. Annual Focus;
 - b. At least one student achievement goal including evidence of attainment; and
 - c. At least one teacher performance goal on the Ohio Standards for the Teaching Profession including evidence of attainment.
- 7.92** Teachers rated Accomplished will develop a professional growth plan and will choose their credentialed evaluator for the evaluation cycle as set forth in 7.56.
- 7.93** Teachers rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in the Collective Bargaining Agreement.
- 7.94** Professional growth plans for a school year shall be developed no later than October 31.
- 7.95** Professional growth plans shall describe the specific performance expectations, resources and assistance to be provided.
- 7.96** The Board shall provide for the allocation of financial resources to support professional development as set forth in this agreement.

7.10 Improvement Plans.

- 7.101** A professional improvement plan is a clearly articulated assistance program for a teacher who received (1) an Ineffective or Developing rating on his/her final summative evaluation or (2) an Ineffective rating within any walkthrough, observation or another component of the evaluation process. An evaluator also may initiate an improvement plan if he/she identifies deficiencies outside of the OTES rubric/evaluation process, so long as such determination is not arbitrary or capricious. Teachers will develop an improvement plan with their credentialed evaluator. A copy of the improvement plan will be sent to the Association president within ten (10) days of the member signing the plan.
- 7.102** The professional improvement plan shall include:
- A. Improvement Statement section;
 - B. Desired Level of Performance section;
 - C. Specific Plan of Action section;
 - D. Assistance and Professional Development section;
 - E. Timeline - A minimum of a six (6) week period of time given to the

member to meet the requirements, address deficiencies, meet target dates and dates of review of the plan; and

F. The district will provide for the allocation of financial resources to support professional development for a member on an improvement plan.

7.103 The evaluator involved shall assist the teacher in correcting identified deficiencies.

7.104 If a recommendation for an improvement plan occurs and is documented between March 1 and May 10 of the school year, the plan shall be continued into the next school year, unless the Board takes action to non-renew the teacher by June 1 consistent with Ohio Revised Code 3319.11.

7.11 Due Process.

7.111 A teacher who has a summative rating of Ineffective shall be allowed to request a meeting with the Superintendent.

7.112 A teacher shall be entitled to Association representation at any conference held during this procedure.

7.113 Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

7.12 Personnel Action Requirements.

The evaluation procedure contained in this Agreement shall not be used in any decision concerning the retention, promotion, or removal of any teacher until two years of data have been collected and two evaluation cycles have been completed.

7.13 Student Learning Objectives (SLO) Committee.

7.131 The Association and the Board agree to establish a standing joint SLO Committee for the dual purpose of approving all teacher SLOs and recommending changes to the Association and Board bargaining teams in the policy, procedure and process for the evaluation of teachers in the District.

7.132 The committee shall be comprised of three (3) teachers appointed by the Association president and two (2) administrators appointed by the Superintendent.

7.133 A committee member from the Association and a committee member from the Board shall chair the committee jointly.

7.134 Members of the committee will receive training in all aspects of OTES, the

state adopted evaluation framework, and the standards for the teaching profession.

- 7.135 The co-chairpersons of the committee will develop committee agendas jointly.
- 7.136 All decisions of the committee will be achieved by consensus.
- 7.137 Members of the committee will receive release time for committee work and training.
- 7.138 Any committee work performed outside of the contractual work day will be paid at a per diem rate.
- 7.139 The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

7.14 Evaluations of Non-Classroom Teachers.

- 7.141 The evaluation of non-classroom teachers (those who do not teach students at least 50% of their assigned time) shall be based upon two (2) formal observations in compliance with Section 7.6, walkthroughs in compliance with Section 7.4, and other performance indicators.
- 7.142 The observation and evaluation forms for non-classroom teachers are found in Appendices H-1, H-2 and H-3.

ARTICLE 8 – CONTRACTS

8.1 Contract Contents.

Contracts of employment issued to members will include: the member’s name, annual salary rate applicable, the effective date of employment under the contract, the ending date of employment, the level and step placement on the applicable salary schedule, and the date of the signature of the contract. All returning, recalled, or newly hired members receiving contracts prior to the start of a school year will receive a 365-day contract commencing with the first member day of the school year for which they are hired. Members recalled or hired during the school year on a limited or continuing contract will receive prorated salary and fringe benefits due them up to the commencement of the succeeding school year.

8.2 Nonrenewals.

The nonrenewal of limited contracts shall be subject to the following procedures:

- A. If the Superintendent is to recommend to the Board a non-renewal of a bargaining unit member’s limited contract, the evaluation(s) shall have been conducted pursuant to Article 7 and the member will be notified at least five (5) scheduled work days prior

- to the date of the Board meeting when action will be taken. The member may discuss the matter with the Board at the Board meeting in executive session. The member may have the Association representative (or counsel) of his/her choice present.
- B. Notice of Board action to non-renew a limited contract shall be received on or before June 1 by hand delivery or certified mail.
 - C. This non-renewal procedure prevails over the statutory provisions of Section 3319.11 of the Ohio Revised Code. This Article shall not be grievable except for procedural aspects.

8.3 Continuing Contracts.

To be eligible for a continuing contract, members must meet the requirements under Ohio Revised Code Sections 3319.08 and 3319.11 and submit to the Superintendent or his/her designee:

- A. a written letter of notice of the possible eligibility for a continuing contract during the school year by October 15;
- B. 30 semester hours and the professional license by March 31. The Board shall take action on issuing continuing contracts effective for the start of the next contract year within the month of April.
- C. Any member who is issued a continuing contract to take effect the following school year will be given priority over members with limited teaching contracts in the event of a reduction in force.

8.4 Termination of Contracts.

Terminations will be governed solely by Ohio Revised Code Sections 3319.16 and 3319.161 and will not be grievable under Article 6.

ARTICLE 9 – REDUCTION IN FORCE

9.1 Preface.

If the Board determines it is necessary to make a planned reduction in the number of bargaining unit members based on the reasons as set forth in Ohio Revised Code Section 3319.17 or for significant reduction in student enrollment in a subject area or program, the following guidelines will apply.

9.2 Member Attrition.

The number of affected bargaining unit members will be kept to a minimum by not employing replacements insofar as practicable for members who resign, retire, or whose limited contracts are not renewed for purposes other than reduction in force. A member who is hired to temporarily replace a member who is on an approved leave of absence and

who is reduced upon the member's return to work will not have any recall or bumping rights under this section or under Ohio Revised Code Section 3319.17.

9.3 Notification Procedure.

The Association and affected bargaining unit member(s) will be notified of a potential need for a reduction in force on or before the end of April 1. Following this notification, the administration, the affected member(s), the Association President and/or Vice President, will meet to discuss the reasons for the anticipated reduction and, where applicable, will discuss any enrollment concerns, and strategize on ways to market the program and increase enrollment and any other relevant issues. If the student enrollment in the affected subject area or program offering does not significantly improve, the reduction procedures under Section 12.3 will be implemented.

9.4 Method of Reduction.

Reduction not achieved through attrition may be made by suspending employment contracts. Within the teaching field affected, continuing contract members shall have a preference over limited contract members irrespective of seniority. For suspension of limited or continuing contracts during the term of the member's contract, for the reasons set forth in the Preface, the procedures shall be as follows: Among bargaining unit members within each of these two (2) groups (i.e., the group holding continuing teaching contracts and the group holding limited teaching contracts in each area of certification affected), the Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations. The definition of comparable evaluations will fall into three separate tiers:

1. Accomplished Members
2. Skilled and Developing
3. Ineffective

9.5 Recall Procedure.

If there is a vacancy in a bargaining unit position, or a new bargaining unit position is created, bargaining unit members whose continuing teaching contracts are suspended, who are certified to perform the duties in question, will be recalled prior to members with limited teaching contracts. Openings will be offered to members in the inverse order of the suspension of their contracts.

A bargaining unit member whose continuing teaching contract is suspended in order to affect the reduction in force, shall have unlimited recall rights for which he/she has the necessary certification/license.

A bargaining unit member whose limited teaching contract is suspended in order to affect the reduction in force shall be offered reinstatement should an opening occur in the course of that school year, or the two (2) immediately succeeding school years, for which he/she has the necessary certification/license.

Openings will be offered to bargaining unit members according to the above recall procedures provided the member keeps the District advised in writing of a telephone number and mailing address at which he/she can be reached. Notice of recall will be given in person or by registered or certified mail to the last address given the Board by the member. A copy of the notice of recall will be given to the Association. If a member fails to respond within fifteen (15) days after receipt of the notice of recall, he/she will be deemed to have refused the position offered. The Board shall have no obligation to reinstate or offer reinstatement to a member who has been offered and who declines reinstatement for any opening, provided that a member laid off from a full-time position shall not be required to accept a part-time.

9.6 Insurance Benefits.

Bargaining unit members will be permitted to purchase, at his/her own cost at the group rates, insurance benefits provided by the Board while on the recall list.

9.7 Re-employment.

If re-employed, a bargaining unit member shall have the right to return to the same contract status, seniority level, total sick leave accumulation, and other benefits of employment that had accrued to the member prior to layoff.

9.8 Precedence Clause.

No bargaining unit vacancy or new position will be filled until the procedure appearing in Section 9.4 above has been complied with.

9.9 Seniority.

A seniority list will be established for use in determining seniority of bargaining unit members. This seniority list shall be used for reduction in force, subject to the provisions of Article 10. The list will be published each October 1 and May 15 listing the name of each member, contract type, effective date of employment via Board minutes, date of contract signing, areas of licensure and lottery draw (when required). For purposes of clarification, seniority shall be determined in the following manner:

- A. Effective date of employment via Board minutes. If these dates are the same, then by;
- B. Contract date (if dated). Contract date is defined as actual date of member's signing of the contract. If these dates are the same, then by;
- C. Length of continuous service in the district. If these dates are the same, then by;
- D. Lottery. Every member with the same dates for A, B, and C shall draw a number the last week of September. When applicable, new members shall participate in a lottery drawing the last week of September of the year they are employed or within a month of employment. The member with the lowest number shall have "seniority" over the

higher number on the annual seniority list.

ARTICLE 10 – TRANSFERS

10.1 Definition of Vacancy.

A vacancy occurs when the Board creates or restores a position or determines to fill a position of a bargaining unit member who leaves his/her position for any of the following reasons:

- A. Death
- B. Retirement
- C. Resignation
- D. Termination
- E. Nonrenewal
- F. Transfer

10.2 List of Vacancies Posted.

For the purpose of facilitating this process, the Superintendent or his/her designee, no later than May 31, will post a list of known vacancies that will occur at the beginning of the following school year. The posting will include the required licensure and qualifications for the position. If the posting involves a new position outside the regular school day, the posting will also include the anticipated work schedule. The list will remain posted for ten (10) working days and a copy will be sent electronically to the Association President on the first day of posting. During the months of June, July, and August, a notice of any and all vacancies will be electronically mailed to each member via the school intranet. A member interested in a vacancy must submit written notice to the Superintendent/ his/her designee within the posting period. The member shall be given a formal interview for the position. The Superintendent will take the member's length of continuous service into account as one factor in reaching his/her decision as to who will be transferred or assigned to a vacancy. Consideration will be given to internal candidates first before considering outside candidates.

10.3 Superintendent's Decision.

It is understood that the assignment and transfer of the members is a prerogative of the Superintendent pursuant to Section 3319.01, Ohio Revised Code, and his/her decision with respect to transfers and assignments shall be final when procedures stated herein are followed.

ARTICLE 11 – PROGRESSIVE DISCIPLINE

11.1 Discipline of a Bargaining Unit Member.

Standards for Discipline

No bargaining unit member shall be disciplined by the Board or any of its agents

without just cause.

Progressive Discipline

Disciplinary action shall consist of four (4) steps. It is understood that such action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include the repetition of an action without progressing to the next step.

Step One: Verbal warning(s) - Verbal notification to the bargaining unit member.

Step Two: Written reprimand(s) – Written reprimand with a written copy to the immediate supervisor, the personnel file, the bargaining unit member and the Association President.

Step Three: Suspension(s), with or without pay – All suspensions and/or loss of pay must be issued by the Superintendent, with a written copy to the personnel file, the bargaining unit member, and the Association President.

Step Four: Termination – The termination of employment contract shall be by the Board.

ARTICLE 12 – PERSONNEL FILES

12.1 Right to Review.

Bargaining unit members may examine and review the contents of their personnel file. The Board shall maintain the personnel files through the office of the Superintendent or his/her designee. No material derogatory to an individual's conduct, service, character or personality will be placed in his/her personnel file unless the bargaining unit member has been provided with a copy of such material.

Any bargaining unit member may review the contents of his/her personnel file during normal working hours, upon providing the office of the Superintendent or his/her designee with at least twenty-four (24) hours' notice. A member may bring his/her representative to view the file should he/she so desire.

Any bargaining unit member shall have the right to attach a written rebuttal to any item or items included in the file.

Any bargaining unit member who disputes the accuracy, relevance, completeness or timeliness of any material contained in his/her personnel file shall have the right to request that the Superintendent investigate the member's claim. The Superintendent shall conduct an investigation into the claim and report back to the member within ten (10) working days of the request. Any material found to be inaccurate, irrelevant or untimely shall be removed and any material found to be incomplete shall either be removed or corrected. Unsubstantiated hearsay data shall not be contained in any member's personnel file.

ARTICLE 13 – NO STRIKES

13.1 Enforcement.

For the term of this negotiated contract and in consideration of the commitments made herein, the Association and the members represented by the Association hereby agree not to engage in a strike or work stoppage unless the health and/or safety of the Association's membership is at risk.

ARTICLE 14 – MANAGEMENT RIGHTS

14.1 Management Rights.

The Association recognizes that the Board retains those rights of management as set forth in Ohio Revised Code Section 4117.08 and as limited by this Agreement.

14.2 Medical Examinations.

The Board may require a bargaining unit member to receive a physical examination only for reasons permitted by law. If the Board shall require a medical examination, it shall pay the costs thereof, provided that the examining physician and/or medical facilities are satisfactory to the Board.

ARTICLE 15 – SEVERANCE PAY

15.1 Retirement Severance Pay.

A member who has five (5) or more years of service with the Board may elect at the time of retirement from active service to be paid for thirty percent (30%) of the member's accrued but unused sick leave credit to a maximum of ninety-eight (98) days. For example, a member with 200 days of accrued sick leave will receive 60 days retirement severance ($200 \times .30 = 60$).

The word "retirement" shall be limited exclusively to mean full permanent retirement with regard to age and years of service under the State Retirement System law. The rate paid will be the per diem rate of the member's basic contract in effect at the time of retirement; however, members with ten (10) or more years shall have their per diem rate based on the highest of the last three (3) years. Except as provided in Section 17, supplemental contracts, extended service or other compensation will not be included in the calculation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the member. Such payment shall be made only once to any member.

15.2 Resignation/Termination Severance Pay.

A member who has ten (10) or more years of service with the Board, who resigns or who is severed from employment for any reason, may elect to receive a lump sum cash payment for thirty percent (30%) of the value of the member's accrued but unused sick leave credit to a maximum of forty (40) days during the remainder of the term of the Agreement. Such payment shall be calculated by multiplying the member's daily rate of pay at the time of such severance of employment by the total number of days to which they are entitled. The rate paid will be the then effective per diem rate in effect at the time of resignation or severance of employment.

15.3 Additional Work Time.

Members who are teaching a sixth hour or any additional time during their last year prior to retirement or the severing of employment for any reason will have such compensation included in their per diem rate for severance pay calculation.

15.4 Death Benefit.

Any member who dies prior to severing employment who would otherwise have been entitled to such payment shall be deemed to have severed employment the day preceding their death. Said payments for such accrued sick leave shall then be paid to their surviving spouse and/or to their estate in the manner provided by law.

15.5 Retirement Notification.

Bargaining unit members who notify the District at least six (6) months prior to their retirement date will receive an additional \$1,200 in severance pay so long as such notice is provided to the District by November 1. Additionally, these bargaining unit members will not be evaluated for that year.

Bargaining unit members who notify the District after November 1 with at least six (6) months prior to their retirement date will receive an additional \$1,000 in severance pay so long as such notice is provided to the District by January 1.

Members who notify the District of retirement with three (3) months or less will have their severance pay reduced by \$1,000.00. If such notice is three (3) months or less and spans into a subsequent contract year, the member will have their severance pay reduced by \$1,000 and will forfeit any additional compensation otherwise provided in the subsequent contract year. In either case, the severance calculation for that bargaining unit member will be based upon the per diem rate in effect at the time the retirement notice is provided. The Superintendent reserves the right to waive this provision due to unforeseen circumstances.

15.6 Reduction in Force.

Any bargaining unit member whose contract is suspended due to a reduction in force with at least ten (10) years of service with the Board shall be entitled to receive severance pay

within fourteen (14) days after the effective date of the reduction. Any member requesting and receiving such severance pay shall be considered severed from employment and be deemed to have waived any recall rights under the Reduction In Force provision and to have forfeited seniority accrued prior to such request and receipt. To qualify for such severance pay, the member must notify the Treasurer of his/her request for severance pay within sixty (60) days from the date his/her name is removed from the recall list. At the time the name is removed from the recall list, the Treasurer will notify the member of this requirement.

15.7 Payment and Deferral of Severance Pay.

The Board shall adopt a tax deferred 403(b) annuity plan and a health reimbursement arrangement (HRA) consistent with Appendix I. Participation in the 403(b) plan and the HRA shall be mandatory for any member who retires and who would be entitled to severance pay under Section 15 of this Agreement and who is or will be age 55 or older in the calendar year in which the member retires. The parties agree that the bargaining unit member's payment will be split on a 60% HRA and 40% 403(b) basis. The specific provisions of the 403(b) plan and the HRA are more fully set forth in Appendix I.

ARTICLE 16 – NEGOTIATIONS

16.1 Notice.

The negotiations of a new agreement shall begin upon request of either party made no earlier than one hundred twenty (120) calendar days and no later than sixty (60) calendar days prior to the contract expiration date. Notification in writing from the Association shall be delivered to the Superintendent and from the Board shall be delivered to the Association President. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board. Within fourteen (14) calendar days after receipt of such notice, the parties will schedule an initial meeting. At the initial meeting, each party will submit, in writing, its proposal(s). Thereafter, additional items shall not be submitted by either party unless the other party consents.

16.2 Representation.

Negotiation teams of the Board and of the Association shall consist of not more than six (6) members on each team. Neither party shall attempt to exercise any control over the other's selection of its representatives. In addition, each negotiation team may use two (2) consultants in the course of negotiation meetings unless mutually agreed upon by the Board and the Association.

16.3 Good Faith Bargaining.

Representatives of the Board and the Association will negotiate in good faith all matters within the authority of the Board to resolve.

16.4 Meetings.

Meetings shall be closed to the press and the public. If negotiation meetings between the Board and/or its representative(s) and the Association are scheduled during the work day, each member of the Association's Negotiating Team will be relieved of all regular duties. Either party may recess for a caucus, of reasonable length, at any time.

16.5 Communications.

Either party may issue news releases once a mediator is requested by the parties. Progress reports to the members of the Board and to members of the Association may be made periodically during negotiations at the discretion of the negotiating teams.

16.6 Release of Public Records and Association Materials.

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue under negotiation and not privileged by law.

16.7 Tentative Agreement.

When tentative agreements are reached through negotiations, the tentative agreements shall be reduced to writing, initialed by the parties, and upon reaching complete agreement on all issues, shall be submitted to the general membership of the Association for approval. The tentative agreements thereafter will be submitted for approval to the Board. Subject to these approvals the final Contract shall be signed by the President and Secretary of the Association and the Board President and Treasurer of the Board.

16.8 Disagreement.

If agreement is not reached within forty-five (45) days after commencement of negotiations, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The cost of the mediator, if any, shall be equally shared by the Association and the Board.

16.9 Exclusivity of Procedure.

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 11.8, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an Agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14(D)(2) of the Ohio Revised Code will apply.

ARTICLE 17 – SUPPLEMENTAL DUTIES

17.1 Stipend.

Members approved to attend student competition days and youth club functions shall receive a stipend of \$200 for such days that are not part of the regular member work year. A stipend of \$200 for travel also will be paid in the event the member travels to/from such an event and is required to supervise students attending such function. For example, for an event requiring supervision of students beginning after school on Friday to return Monday, the teacher will be paid \$800; \$200 for each day of competition and/or travel.

Or, for an event requiring supervision of students beginning after school on Monday to return Tuesday, the member will be paid \$400; \$200 for each day of competition or travel.

ARTICLE 18 – ASSOCIATION RIGHTS

18.1 Leave to Conduct Association Business.

The Superintendent shall grant an accumulative total of up to ten (10) days leave per school year for bargaining unit members to conduct Association business.

The Association President shall notify the Superintendent five (5) days in advance of the day the bargaining unit member shall be absent. However, in the case of an emergency, notice to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made.

18.2 Physical Plant Provision.

The Board will permit the Association to make use of meeting rooms in accordance with the terms of its procedure on use of school facilities. There will be two (2) bulletin boards designated within the building by mutual agreement for use of the Association. The Association will be allowed the use of bargaining unit members' mailboxes and e-mail for communications with members. An adult lunchroom and lounge facility which is available for use by members and work areas on the first, second, and third floors will continue to be provided. Equipment and supplies will be provided for members in or near the work areas.

18.3 Right to Information.

Notices of meetings of the Board and Agendas for meetings of the Board, including exhibits that are part of the agenda, and revisions thereof, will be posted on Board Docs. Minutes of meetings of the Board will be posted on Board Docs.

18.4 Board Policies and Procedures.

The policies and procedures will be available for online access through Board Docs. FLT will be notified of any revisions, additions or deletions to the policies and/or procedures.

18.5 Teacher’s Handbook.

A teacher’s handbook will be available online.

18.6 Newly Employed Bargaining Unit Members

The Association will be provided with the name, and job title, work location, home address, home email address, and phone number when available of a newly employed bargaining unit member as soon as such information is available.

18.7 Access to Members at First District Staff Day of the Year

Each year, the Association will be provided up to 1 hour to meet with newly hired bargaining unit members on the District New Teacher Orientation Day. Additionally, the Association will be given up to 15 minutes to address the PEA membership during the Opening Day meeting.

ARTICLE 19 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

19.1 Purpose.

Pursuant to Ohio Revised Code Section 3319.22(A) and O.A.C. 3301-24-08 (Member Licensure Law and Regulations), a Local Professional Development Committee (LPDC) shall be established to educate staff about the importance of the Individual Professional Development Plan (IPDP), review IPDPs composed of course work, continuing education units, and other equivalent activities, and to approve District programs for PDU credit. The LPDC shall establish its own rules and operating procedures and shall be responsible for complying with state law and regulations.

19.2 Term.

The term of office for the LPDC member shall be two (2) years. A member may be reappointed upon expiration of his/her term.

19.3 Members.

The LPDC shall have three (3) bargaining unit members appointed by the Association President and two (2) administrator members appointed by the Superintendent. Vacancies shall be filled in the same manner.

19.4 Compensation.

The LPDC members shall be compensated based on aggregate years on the committee as follows:

First year	–	.0303 of BA-0
Second year	–	.0333 of BA-0
Third year	–	.04242 of BA-0
Fourth year	–	.04545 of BA-0

Where practicable release time will be provided to the members.

19.5 Facilities.

The Board will provide the LPDC with meeting space and secretarial support.

19.6 Appeals.

Appeals will be handled in accordance with the LPDC appeals process. LPDC decisions are not grievable.

ARTICLE 20 – RESIDENT EDUCATOR

20.1 Purpose.

The purpose of the Resident Educator Program is to provide a program of support and formative assistance for members new to the profession who hold a four (4) year resident educator license. The program is designed to enhance the member’s skills. The Resident Educator Program is exclusively for licensure determination and shall provide the members with the support necessary to obtain their Professional Educator license. The Resident Educator Program is also to provide support to experienced members new to Polaris Career Center who already hold a professional license. This program shall not replace the negotiated member evaluation system.

This non-evaluative partnership provides new members with the opportunity to develop their teaching styles in order to be able to prepare students for entry-level jobs, college, and life-long learning as well as preparing students to be good citizens.

20.2 Resident Educator Committee.

This committee will include three (3) bargaining unit members who are appointed by the Association President and two (2) administrators who are appointed by the Superintendent. All members must be available to meet during the summer. Each committee member shall have a minimum term of one school year which may be renewed for succeeding school years.

20.3 Responsibilities of District Resident Educator Committee.

Responsibilities of the district Resident Educator Committee are to collaborate in the design of the program and selection, assignment and provision for the training of mentors and resident educators, and to periodically review the program’s effectiveness.

20.4 Resident Educators Who Do Not Obtain Licensure.

Resident educators who do not successfully complete the Resident Educator Program within the given time frame will not be entitled to any rights or procedures under this agreement or applicable state laws, including rights or procedures governing nonrenewal or termination of contract. This section supersedes Ohio Revised Code 3319.11, 3319.111,

or 3319.16. This section only applies to those members who have not satisfied their licensure requirements and does not impact the member or Board's rights under this Agreement, with respect to nonrenewal or termination of contract for reasons unrelated to failure to obtain licensure. The administration will not seek input from the mentor in evaluating the mentee under Article 7.

20.5 Mentor Responsibilities.

Level I Mentor – An individual who is mentoring an experienced, licensed member new to the district.

Documentation required: 1. Quarterly Resident Educator Logs due the Friday following the end of each quarter.

Level II Mentor – An individual who is mentoring a member with a 4-year Resident Educator license or a 4-year Resident Educator license renewal.

Documentation required: 1. Quarterly Resident Educator Logs due the Friday following the end of each quarter.
2. Quarterly Collaborative Assessment Logs.

Level III Mentor or the Designated Lead Mentor – An individual who is mentoring a member with a 4-year Resident Educator or license who is applying for advancement to a 5-year Professional License.

Documentation required: 1. Quarterly Resident Educator Logs due the Friday following the end of each quarter.
2. Facilitates the completion of all the required Resident Educator summative assessment submissions as outlined by the ODE.

*All mentors will need to be ODE Certified Mentors. All mentors will be required to attend all Resident Educator Program meetings and activities.

20.6 Compensation.

For work outside the regular member work day, members on the Resident Educator Committee shall be compensated at twenty-five dollars \$25 per hour capped at twenty (20) hours per school year.

Mentor I - 3% of the base per school year.

Mentor II - 6% of the base per school year.

Mentor III - 9% of the base per school year. In the event the Resident Educator does not pass all parts of the RESA with the first submission, the Mentor III will receive a prorated percentage of the 9% supplemental in any subsequent year for the Resident Educator's successful completion of any remaining parts of RESA.

Resident Educator – For successfully passing all parts of the Resident Educator Summative Assessment on the first submission, the Resident Educator will receive a stipend of \$300.

20.7 Protections.

At any time either the mentor or the resident educator may exercise the option to have a new mentor assigned in that the mentor and resident educator must operate in a trusting and comfortable relationship. No specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

20.8 Program Guidelines.

Resident educators and mentor members will participate in professional development and related activities as required by the Ohio Department of Education (ODE). The requirements of the ODE govern the program.

ARTICLE 21 – FACULTY LEADERSHIP TEAM

The Board and the Association agree to establish a Faculty Leadership Team (FLT). The FLT shall be comprised of the Association Executive Committee and one representative from any missing group (career, academic, or satellite members), plus four administrators appointed by the Superintendent. The FLT shall be trained by FMCS in collaborative problem solving.

The purpose of the FLT shall be to foster open communication between the Association and the Administration. The functional procedures and scope of the FLT will be determined and outlined through mutually agreed ground rules.

ARTICLE 22 – DEFERRING OF STRS

22.1 Procedure.

The members’ entire STRS contributions shall become “tax deferred” and be deducted from all members’ salaries.

The Board shall forward such tax deferred contributions to the STRS, although these contributions will be designated as member contributions for STRS purposes. It is understood that they are being forwarded by the Board in lieu of contributions otherwise taxable by the member.

It is further agreed that in the event such Board-paid tax deferred contributions are determined to be taxable to the member by IRS or other taxing authority, or determined to be illegal by an Ohio court of competent jurisdiction, the Board will begin forwarding such contributions as taxable contributions, and no longer as “tax deferred” contributions. In the event of such determination of taxability, the Board shall not be held liable for any previous “tax deferred” treatment of STRS contributions by the member.

To the extent permitted under STRS rules and regulations, the Board will adopt or

otherwise make available a program that will permit any member who is eligible for and wishes to purchase service credit through STRS to pay the contribution on a “pre-tax” basis.

For purposes of Severance Pay, the member’s per diem rate of pay shall include the member’s basic salary which includes the member’s entire “tax deferred” STRS contribution portion of his/her basic salary. Members teaching the sixth hour of class will have compensation for such sixth hour included in their per diem rate.

ARTICLE 23 – SALARY AND FRINGE BENEFITS

23.1 Salary.

Effective July 1, 2019, the BA base salary (column/level I, step 0) shall be \$47,693 (2% increase on the base).

Effective July 1, 2020, the BA base salary (column/level I, step 0) shall be \$48,647 (2% increase on the base).

Effective July 1, 2021, the BA base salary (column/level I, step 0) shall be \$49,620 (2% increase on the base).

Effective July 1, 2019, a Step 30 will be added for the BA Column at a \$1,000 flat increase from Step 29 (i.e., non-indexed).

(See Appendices B, C, D and E Salary Schedules).

23.2 Horizontal Movement.

Horizontal movement on the salary schedule will occur when a bargaining unit member has: (1) completed the required number of previously approved semester hours for movement; (2) has submitted a letter requesting movement by September 15 or February 15 of the current school year; and (3) has on file in the Superintendent’s office by September 30 or February 28 of that school year an official college transcript sent by the registrar of said college showing successful completion of course work. Approved requests submitted in September will be retroactive to the beginning of the school year. Approved requests submitted in February will be retroactive to the first day of the second semester.

Licensed/certified bargaining unit members who have completed a Bachelor’s degree can only obtain movement horizontally on the salary schedule upon completion of graduate semester hours of course work. A member seeking horizontal movement on the Salary Schedule must complete an Individual Professional Development Plan on District forms and submit the plan to the Local Professional Development Committee.

Individuals may only use coursework from an accredited four-year college and/or university that has a member preparation program. The coursework must follow all guidelines set by the LPDC.

Non-degreed bargaining unit members may move horizontally on the salary schedule for

completion of undergraduate or graduate hours earned after their date of hire. If a non-degreed member receives a Bachelor's degree while employed in the District and has completed at least forty-five (45) semester hours after the date of hire, that member will move one (1) "vertical step" on the schedule.

Placement on the Master's column will only be recognized upon completion of the course work required for a Master's program. No Master's degree equivalency will be recognized. (This will not affect bargaining unit members who received a Master's degree equivalency on or before June 30, 2001.)

23.3 Mileage.

A bargaining unit member who is required to use his/her own vehicle in the performance of his/her duties shall be reimbursed for all such travel. The reimbursement shall be, at all times, the rate allowed by the Internal Revenue Service. A claim for mileage reimbursement shall be made by the bargaining unit member submitting a voucher provided by the Board. Vouchers must be submitted within thirty (30) days of the end of the month in which the travel occurred. Payment of mileage reimbursement shall be within thirty (30) days following the submission of the voucher. Members will also be reimbursed for parking expenses and tolls incurred during their assignments.

23.4 Substitute Teaching.

Each period of substitute teaching that is not on an exchange basis between members will be reimbursed at .0007 of the BA-0 base salary. This also applies to satellite members.

23.5 Sixth Hour of Teaching.

Members (career-tech, academic, and satellite) teaching a sixth hour of class will receive 14% of their salary within the following maximum and minimum:

MAXIMUM	MINIMUM
\$8,800	\$7,700

23.6 Course Development and Continuous Improvement of Student Learning.

The Administration will act as the clearinghouse for all Polaris course development and subsequent continuous improvement of a developed curriculum. The course development process may be initiated by the member or by the administration. Members will receive a schedule for course development work delineating a timetable for training in course development, and "milestones" for course work. A "course" for purposes of compensation set forth below includes all planning phases. Phase I includes a course curriculum and syllabus. Phase II includes unit or lesson plans, and other required documentation such as formative assessments.

All members, regardless of program, shall be compensated 1.20% of the BA-0 base salary for each course developed.

In the event two (2) or more members share responsibility for the revision or development

of a course, the compensation will be prorated accordingly. Compensation will be paid the first pay period following completion of the course.

A member will not be required to revise or create more than one (1) course per school year.

23.7 Extended Time.

Any required extended time, beyond the regular school day, shall be paid at the member's per diem rate of pay.

23.8 Teacher-Requested Additional Workdays

A member may request to work up to an additional five (5) days during the school year and/or including the summer recess by submitting a written request to the Superintendent or his/her designee. The Superintendent may, at his/her sole discretion, grant all or part of the days requested, if he/she finds a demonstrated, work-related need for the additional days. The Superintendent also may grant additional days beyond five (5) within his/her discretion. If worked, any such additional days shall be regular member days and shall be paid at the per diem rate in effect for that school year (July 1 to June 30).

23.9 Tuition Reimbursement.

The Board will reimburse for course work directed toward a bargaining unit member securing the initial career-tech teaching licensure. Payment will be approved upon successful completion of the course with a grade of B or better for courses in which grades are given. Any course work taken and completed between July 1 and June 30 of a contract year (with grades submitted prior to June 30) will be reimbursed prior to September 1. Any summer session course work with grades not available prior to June 30 will be reimbursed from the following year's monies.

23.10 License Maintenance Reimbursement.

Each member who must obtain and/or maintain any license or document of similar worth to teach or conduct his/her class activities, other than the member's teaching license, shall have the fee for such and the cost of any testing for such reimbursed by the Board up to a maximum of \$300.00 over three years.

23.11 Initial Placement on Salary Schedule for Certified/Licensed Members.

Consistent with Ohio Revised Code Sections 3317.13 and 3317.14, the Board of Education will grant certified/licensed, degreed members credit on the salary schedule for years of teaching service in any public school, a chartered nonpublic school located in Ohio, and up to five (5) years of active military service in the Armed Forces of the United States up to a combined maximum of ten (10) years.

23.12 Initial Placement on Salary Schedule for Non-Degreed Members.

A non-degreed member must have at least three (3) years full-time experience in the area to be taught and will be placed at the BA-0 step/column of the salary schedule. If that member has full-time experience in excess of three (3) years, the member will receive credit for one-half (1/2) of those years, not to exceed ten (10) years. The Board also may grant a non-degreed member up to three (3) years of experience credit for years of active military service in the Armed Forces of the United States; however, any combined years of experience shall not exceed a maximum of ten (10) years.

23.13 Exceptions for Positions Requiring Unique Qualifications.

Notwithstanding the above, the Board of Education may grant additional years of service, above the ten (10) year maximum, for a position that requires a member with unique qualifications and who otherwise may not accept employment due to a competitive job market. Before the Board determines that a particular position will require a member with unique qualifications triggering an award of teaching service in excess of ten (10) years, the administration will discuss the position with the Association, explaining the rationale behind the position and the need to vary from the normal placement on the salary schedule. If the Association agrees the position will require a member with unique qualifications, the position may be posted as such with the Board having the discretion to negotiate placement on the salary schedule in excess of ten years of teaching service. If the Association does not agree that the position requires a member with unique qualifications justifying a higher placement on the salary schedule, the position will be posted for ten (10) working days, consistent with Article 9. If, after the posting period, the Board is unable to attract qualified candidates to fulfill the needs of the position, the administration will consult with the Association explaining the situation and then may repost the position as a position requiring unique qualifications, enabling the Board to negotiate with qualified candidates for placement on the salary schedule for years of teaching service in excess of ten (10) years.

ARTICLE 24 – INSURANCE

24.1 Health Insurance.

The Board will provide a comprehensive hospitalization/major medical plan with all coverages equal to or greater than the coverages in effect on or before June 30, 1998.

Effective with the first pay of the 2019-20 school year, bargaining unit members will pay six percent (6%) of the premium, not to exceed eighty dollars (\$80) per month for single or one hundred and ten dollars (\$110) per month for family coverage.

Effective with the first pay of the 2020-21 school year, bargaining unit members will pay seven percent (7%) of the premium, not to exceed ninety dollars (\$90) per month for single or one hundred and thirty dollars (\$130) per month for family coverage.

Effective with the first pay of the 2021-22 school year, bargaining unit members will pay ten percent (10%) of the premium, not to exceed one hundred dollars (\$100) per month for single or one hundred and sixty (\$160) per month for family coverage.

Members who opt for coverage within the District's Preferred Provider Option (PPO) network will be subject to a 90/10 percent co-insurance with a \$400 single/\$800 family deductible. Members who opt for coverage outside of the PPO network will be subject to an 80/20 percent co-insurance with an \$800 single/\$1,600 family deductible. The maximum co-insurance limit will be \$350 single/\$700 family for those who opt for PPO coverage and \$700 single/\$1,400 family for out-of-network usage. The maximum out-of-pocket costs will be \$750 single/\$1,500 family for those who opt for PPO coverage and a maximum of \$1,500 single/\$3,000 family for out-of-network usage. In addition, there shall be an emergency room co-pay of \$150, which shall be waived if the emergency room visit is coded as an emergency.

The Board reserves the right to select the carrier(s).

There shall be a precertification requirement for hospital admission.

24.2 Dental Insurance.

The Board will provide a dental plan, equal to that in effect for the 1988-89 school year, for members covered by this Agreement, the Board reserving the right to select the carrier(s). Effective July 1, 2001, the lifetime maximum for orthodontics will be \$2,500.

24.3 Term Life Insurance.

The Board will provide members with term group life insurance coverage in the maximum nontaxable amount allowed by IRS regulations for the life of this Agreement. Members may purchase supplemental coverage through the carrier through payroll deduction.

24.4 Vision Program.

Effective July 1, 2001, the Board shall provide vision coverage in accordance with the schedule of benefits that is attached as Appendix F.

24.5 Prescription Drug Card.

Members covered by Board hospitalization may elect to receive a prescription drug card with the following schedule of benefits consistent with the effective Prescription Drug Rider:

Co-payment (paid by plan)	
Brand Name Drugs	80%
Generic Drugs	95%
Mail Order Drugs	100%

The 100% benefit for mail order drugs covered by the plan is subject to a \$1,500 single/\$3,000 family cap. Any mail order prescriptions exceeding the cap will be subject to a 96/4 percent co-insurance.

24.6 Less than Full-Time.

Part-time bargaining unit members will receive prorated fringe benefits that they select based on their percentage of employment.

24.7 Waiver of Coverage.

Those members who wish to waive coverage will receive a monthly payment with the second paycheck of the month based on the following schedule:

Comprehensive Major Medical and Drug \$150.00
Dental \$25.00

During any month in which the number of members opting to waive coverage meets or exceeds twenty-six (26) (including both bargaining unit and non-bargaining unit members), the comprehensive major medical and drug waiver will increase to \$300 per month.

24.8 Coordination of Benefits.

- A. If a member's spouse is eligible to participate, as a current member or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who works less than thirty 30 hours per week AND is required to pay more than fifty percent 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. If the member's spouse enrolls in his/her employer's health insurance, the member shall not be required to enroll in single coverage offered by the Board of Education, provided the member is eligible for family coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every member whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, 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 or any public retirement plan. If any member fails to complete and submit the certification form by the required date, such member's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If you submit false information or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. **If you submit false information, you may be subject to disciplinary action by your school district, up to and including termination of employment.**

- B. If, as a result of the coordination of benefits requirements in paragraph (A) above, a member's spouse incurs out-of-pocket premium costs for obtaining single coverage, the Board will reimburse the member for such costs. The member must submit to the Treasurer's office documented proof of the spouse's payment of the out-of-pocket premium costs. The Treasurer's office will issue reimbursement checks for documented payment of out-of-pocket premium costs (less withholdings), on a quarterly basis. This paragraph only applies to members who were receiving a spousal premium reimbursement as of June 30, 2013.
- C. A Polaris spouse who is required to take insurance coverage under this provision shall only be required to take single coverage.

24.9 Section 125 Plan (Cafeteria Plan).

- A. The Board shall establish a "Cafeteria Plan" that is designed to (a) allow members who must make member contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow members to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the PEA), and (c) allow members 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 Waiver of Coverage (Section 24.7) 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 member will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during an enrollment period specified by the Plan Administrator before the beginning of the plan year (January 1st through December 31st). Any member employed after the enrollment period may enroll in the Section 125 Plan using the same timelines as enrolling for insurance coverage and, for the first year of employment. The enrollment in the Section 125 Plan may not be revoked during the current plan year unless there is a change in the member's circumstances that, in accordance with IRC Section 125, permits the member 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 C.iii. 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

- i. Under the Cafeteria Plan, each member will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129, 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.
- ii. The salary reduction and corresponding credits will be made and issued in twenty four (24) equal installments, beginning with the first pay in January.
- iii. No member may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

D. Health Care FSA

- i. Under the Cafeteria Plan, each member will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$2,500 (exclusive of member contributions for health coverage) per calendar year, 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.
- ii. The salary reduction shall be made in twenty four (24) equal installments beginning with the first pay in January.

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 member separates from employment during a plan year with a remaining balance in the FSA account(s), the member may continue to receive reimbursements from the account(s) through the end of that plan year.

F. Administrative Fees

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 selected in consultation with the PEA. Any administrative costs associated with a third-party administrator will be offset by a service fee per participating member.

ARTICLE 25 – ASSOCIATE SCHOOL WORK STOPPAGE

25.1 Associate School Work Stoppage.

In the event of a strike or work stoppage at an Associate School that impacts bargaining unit member(s) (i.e., teacher(s) assigned to a satellite program at the Associate School), the Superintendent/Designee will meet with the Association President and affected teacher(s) to develop a plan to address how Polaris and the teacher(s) will meet the obligations of the satellite program. Options may include, but are not limited to:

- A. Establishing a distance learning education environment for the students, where feasible;
- B. Reassigning the teacher(s) consistent with duties that fall within the standard teacher job description and collective bargaining agreement;
- C. Providing substitute coverage and allowing use of available leaves in the event the teacher(s)' work year is altered and the teacher(s) have prior commitments that cannot be rescheduled.

The plan mutually developed by the Superintendent/Designee, Association President, and affected teacher(s) may deviate from the collective bargaining agreement for the express purpose of addressing the concerns under this Article. Any such deviations are not precedent setting.

ARTICLE 26 –EFFECTS OF AGREEMENT

26.1 Effects.

This Agreement shall constitute the full and complete agreement between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties.

26.2 Non-Discrimination.

The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of a bargaining unit member or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of employment on the basis of race, creed, color, religion, national origin, sex, domicile, union membership or activity, or marital status.

26.3 Severability.

Should any article, section or clause of this Agreement be declared illegal by an Ohio court of competent jurisdiction, said article, section or clause shall be renegotiated within thirty (30) calendar days so that such article, section or clause is no longer deemed illegal. However, all other provisions hereof shall continue in full force and effect for the duration of the Agreement.

26.4 Copies of the Agreement.

The Agreement will be available to bargaining unit members electronically.

26.5 For the Purpose of This Agreement:

- A. Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
- B. Calendar Modifications. The Board may alter the work calendar to the extent the Board determines necessary to comply with the applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Board after consultation with the Association.
- C. Subordination. Any individual contract or letter of agreement between the Board and a member for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- D. Supersession. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms.

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2019

TO

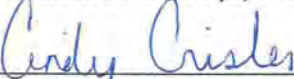
JUNE 30, 2022

In witness whereof, authorized representatives of the parties have caused their names to be hereunto subscribed on this 20 day of may, 2019.

FOR THE POLARIS EDUCATION ASSOCIATION

By: 
Rachelle Pickwick, President


Date: 5/22/19


Cindy Crisler, Secretary

FOR THE BOARD OF EDUCATION OF POLARIS CAREER CENTER

By: 
Richard Micko, President

Date: 6/4/2019


Michael Robinson, Treasurer



APPENDIX A
POLARIS CAREER CENTER
STEP II
GRIEVANCE FORM

Teacher _____ Principal _____
Date of Step 1 Meeting _____

REPORT OF ALLEGED VIOLATION, MISREPRESENTATION OR MISAPPLICATION OF A
PROVISION OR PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT

The alleged facts on which the grievance is based (use reverse side of form or additional
sheet(s) if needed).

Contract provisions allegedly violated:

Remedy sought:

Date grievance form filed with the Principal: _____

Grievant or grievants:

Signature Date

Signature Date

Signature Date

Signature of Association President Date

I hereby acknowledge that this Grievance Form was filed with me on this date set
forth below:

Signature of Principal Date

Copies to: Principal Superintendent
Association President Grievant(s)

BOARD APPROVED: 08/27/13

HR-019 REVISED 06/07/17

APPENDIX B
POLARIS CAREER CENTER
TEACHER'S SALARY SCHEDULE
July 1, 2019 to June 30, 2020

STEP	LEVEL I * Bachelor's Degree Bachelor's Degree Equivalent (Provisional Career Tech License)		LEVEL II * Bachelor's Degree + 15 Semester Hours Bachelor's Degree Equivalent (Professional Career Tech License)		LEVEL III * Bachelor's Degree + 30 Semester Hours Bachelor's Degree Equivalent (Professional Career Tech License) 30 S.H. *		LEVEL IV ** Master's Degree		LEVEL V ** Master's Degree + 15 Graduate Semester Hours		LEVEL VI ** Master's Degree + 30 Graduate Semester Hours	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
	\$47,693	BASE										
0	1.0000	\$ 47,693	1.0550	\$ 50,316	1.0800	\$ 51,508	1.1050	\$ 52,701	1.1550	\$ 55,085	1.1750	\$ 56,039
1	1.0500	\$ 50,078	1.1000	\$ 52,462	1.1250	\$ 53,655	1.1550	\$ 55,085	1.2050	\$ 57,470	1.2250	\$ 58,424
2	1.0950	\$ 52,224	1.1450	\$ 54,608	1.1700	\$ 55,801	1.2050	\$ 57,470	1.2550	\$ 59,855	1.2750	\$ 60,809
3	1.1400	\$ 54,370	1.1900	\$ 56,755	1.2150	\$ 57,947	1.2550	\$ 59,855	1.3050	\$ 62,239	1.3250	\$ 63,193
4	1.1850	\$ 56,516	1.2350	\$ 58,901	1.2600	\$ 60,093	1.3050	\$ 62,239	1.3550	\$ 64,624	1.3750	\$ 65,578
5	1.2300	\$ 58,662	1.2800	\$ 61,047	1.3050	\$ 62,239	1.3550	\$ 64,624	1.4050	\$ 67,009	1.4250	\$ 67,963
6	1.2950	\$ 61,762	1.3450	\$ 64,147	1.3700	\$ 65,339	1.4350	\$ 68,439	1.4850	\$ 70,824	1.5050	\$ 71,778
7	1.3400	\$ 63,909	1.3900	\$ 66,293	1.4150	\$ 67,486	1.4800	\$ 70,586	1.5350	\$ 73,209	1.5550	\$ 74,163
8	1.3850	\$ 66,055	1.4350	\$ 68,439	1.4600	\$ 69,632	1.5350	\$ 73,209	1.5850	\$ 75,593	1.6050	\$ 76,547
9	1.4300	\$ 68,201	1.4800	\$ 70,586	1.5050	\$ 71,778	1.5850	\$ 75,593	1.6350	\$ 77,978	1.6550	\$ 78,932
10	1.4850	\$ 70,824	1.5350	\$ 73,209	1.5600	\$ 74,401	1.6450	\$ 78,455	1.6950	\$ 80,840	1.7150	\$ 81,793
11	1.5400	\$ 73,447	1.5900	\$ 75,832	1.6150	\$ 77,024	1.7150	\$ 81,793	1.7650	\$ 84,178	1.7850	\$ 85,132
12	1.5850	\$ 75,593	1.6350	\$ 77,978	1.6600	\$ 79,170	1.7650	\$ 84,178	1.8150	\$ 86,563	1.8350	\$ 87,517
13	1.6300	\$ 77,740	1.6800	\$ 80,124	1.7050	\$ 81,317	1.8150	\$ 86,563	1.8650	\$ 88,947	1.8850	\$ 89,901
14	1.6750	\$ 79,886	1.7250	\$ 82,270	1.7500	\$ 83,463	1.8650	\$ 88,947	1.9150	\$ 91,332	1.9350	\$ 92,286
15	1.7200	\$ 82,032	1.7700	\$ 84,417	1.7950	\$ 85,609	1.9150	\$ 91,332	1.9650	\$ 93,717	1.9850	\$ 94,671
16	1.7350	\$ 82,747	1.7850	\$ 85,132	1.8100	\$ 86,324	1.9300	\$ 92,047	1.9800	\$ 94,432	2.0000	\$ 95,386
17	1.7500	\$ 83,463	1.8000	\$ 85,847	1.8250	\$ 87,040	1.9450	\$ 92,763	1.9950	\$ 95,148	2.0150	\$ 96,101
18	1.7650	\$ 84,178	1.8150	\$ 86,563	1.8400	\$ 87,755	1.9600	\$ 93,478	2.0100	\$ 95,863	2.0300	\$ 96,817
19	1.7775	\$ 84,774	1.8275	\$ 87,159	1.8525	\$ 88,351	1.9725	\$ 94,074	2.0225	\$ 96,459	2.0425	\$ 97,413
20	1.7900	\$ 85,370	1.8400	\$ 87,755	1.8650	\$ 88,947	1.9850	\$ 94,671	2.0350	\$ 97,055	2.0550	\$ 98,009
21	1.7975	\$ 85,728	1.8475	\$ 88,113	1.8725	\$ 89,782	2.0025	\$ 95,505	2.0525	\$ 97,890	2.0725	\$ 98,844
22	1.8050	\$ 86,086	1.8550	\$ 88,471	1.8900	\$ 90,140	2.0100	\$ 95,863	2.0600	\$ 98,248	2.0800	\$ 99,201
23	1.8050	\$ 86,086	1.8550	\$ 88,471	1.8975	\$ 90,497	2.0175	\$ 96,221	2.0675	\$ 98,605	2.0875	\$ 99,559
24	1.8050	\$ 86,086	1.8550	\$ 88,471	1.9150	\$ 91,332	2.0350	\$ 97,055	2.0850	\$ 99,440	2.1050	\$ 100,394
25	1.8050	\$ 86,086	1.8550	\$ 88,471	1.9150	\$ 91,332	2.0350	\$ 97,055	2.0850	\$ 99,440	2.1050	\$ 100,394
26	1.8050	\$ 86,086	1.8550	\$ 88,471	1.9150	\$ 91,332	2.0350	\$ 97,055	2.0850	\$ 99,440	2.1050	\$ 100,394
27	1.8050	\$ 86,086	1.8550	\$ 88,471	1.9550	\$ 93,240	2.0750	\$ 98,963	2.1250	\$ 101,348	2.1450	\$ 102,301
29	1.8406	\$ 87,782	1.8915	\$ 90,213	1.9335	\$ 95,077	2.1159	\$ 100,913	2.1669	\$ 103,344	2.1873	\$ 104,317
30		\$ 88,782		\$ 91,213		\$ 96,077		\$ 101,913		\$ 104,344		\$ 105,317

APPENDIX C
POLARIS CAREER CENTER
TEACHER'S SALARY SCHEDULE
July 1, 2020 to June 30, 2021

LEVEL I * Bachelor's Degree		LEVEL II * Bachelor's Degree + 15 Semester Hours		LEVEL III * Bachelor's Degree + 30 Semester Hours		LEVEL IV ** Master's Degree		LEVEL V ** Master's Degree + 15 Graduate Semester Hours		LEVEL VI ** Master's Degree + 30 Graduate Semester Hours		
Bachelor's Degree Equivalent (Provisional Career Tech License)		Bachelor's Degree Equivalent (Professional Career Tech License)		Bachelor's Degree Equivalent (Professional Career Tech License) 30 S.H. *								
\$48,647 BASE												
STEP	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.0000	\$ 48,647	1.0550	\$ 51,323	1.0800	\$ 52,539	1.1050	\$ 53,755	1.1550	\$ 56,187	1.1750	\$ 57,160
1	1.0500	\$ 51,079	1.1000	\$ 53,512	1.1250	\$ 54,728	1.1550	\$ 56,187	1.2050	\$ 58,620	1.2250	\$ 59,593
2	1.0950	\$ 53,268	1.1450	\$ 55,701	1.1700	\$ 56,917	1.2050	\$ 58,620	1.2550	\$ 61,052	1.2750	\$ 62,025
3	1.1400	\$ 55,458	1.1900	\$ 57,890	1.2150	\$ 59,106	1.2550	\$ 61,052	1.3050	\$ 63,484	1.3250	\$ 64,457
4	1.1850	\$ 57,647	1.2350	\$ 60,079	1.2600	\$ 61,295	1.3050	\$ 63,484	1.3550	\$ 65,917	1.3750	\$ 66,890
5	1.2300	\$ 59,836	1.2800	\$ 62,268	1.3050	\$ 63,484	1.3550	\$ 65,917	1.4050	\$ 68,349	1.4250	\$ 69,322
6	1.2950	\$ 62,998	1.3450	\$ 65,430	1.3700	\$ 66,646	1.4350	\$ 69,808	1.4850	\$ 72,241	1.5050	\$ 73,214
7	1.3400	\$ 65,187	1.3900	\$ 67,619	1.4150	\$ 68,836	1.4800	\$ 71,998	1.5350	\$ 74,673	1.5550	\$ 75,646
8	1.3850	\$ 67,376	1.4350	\$ 69,808	1.4600	\$ 71,025	1.5350	\$ 74,673	1.5850	\$ 77,105	1.6050	\$ 78,078
9	1.4300	\$ 69,565	1.4800	\$ 71,998	1.5050	\$ 73,214	1.5850	\$ 77,105	1.6350	\$ 79,538	1.6550	\$ 80,511
10	1.4850	\$ 72,241	1.5350	\$ 74,673	1.5600	\$ 75,889	1.6450	\$ 80,024	1.6950	\$ 82,457	1.7150	\$ 83,430
11	1.5400	\$ 74,916	1.5900	\$ 77,349	1.6150	\$ 78,565	1.7150	\$ 83,430	1.7650	\$ 85,862	1.7850	\$ 86,835
12	1.5850	\$ 77,105	1.6350	\$ 79,538	1.6600	\$ 80,754	1.7650	\$ 85,862	1.8150	\$ 88,294	1.8350	\$ 89,267
13	1.6300	\$ 79,295	1.6800	\$ 81,727	1.7050	\$ 82,943	1.8150	\$ 88,294	1.8650	\$ 90,727	1.8850	\$ 91,700
14	1.6750	\$ 81,484	1.7250	\$ 83,916	1.7500	\$ 85,132	1.8650	\$ 90,727	1.9150	\$ 93,159	1.9350	\$ 94,132
15	1.7200	\$ 83,673	1.7700	\$ 86,105	1.7950	\$ 87,321	1.9150	\$ 93,159	1.9650	\$ 95,591	1.9850	\$ 96,564
16	1.7350	\$ 84,403	1.7850	\$ 86,835	1.8100	\$ 88,051	1.9300	\$ 93,889	1.9800	\$ 96,321	2.0000	\$ 97,294
17	1.7500	\$ 85,132	1.8000	\$ 87,565	1.8250	\$ 88,781	1.9450	\$ 94,618	1.9950	\$ 97,051	2.0150	\$ 98,024
18	1.7650	\$ 85,862	1.8150	\$ 88,294	1.8400	\$ 89,510	1.9600	\$ 95,348	2.0100	\$ 97,780	2.0300	\$ 98,753
19	1.7775	\$ 86,470	1.8275	\$ 88,902	1.8525	\$ 90,119	1.9725	\$ 95,956	2.0225	\$ 98,389	2.0425	\$ 99,361
20	1.7900	\$ 87,078	1.8400	\$ 89,510	1.8650	\$ 90,727	1.9850	\$ 96,564	2.0350	\$ 98,997	2.0550	\$ 99,970
21	1.7975	\$ 87,443	1.8475	\$ 89,875	1.8825	\$ 91,578	2.0025	\$ 97,416	2.0525	\$ 99,848	2.0725	\$ 100,821
22	1.8050	\$ 87,808	1.8550	\$ 90,240	1.8900	\$ 91,943	2.0100	\$ 97,780	2.0600	\$ 100,213	2.0800	\$ 101,186
23	1.8050	\$ 87,808	1.8550	\$ 90,240	1.8975	\$ 92,308	2.0175	\$ 98,145	2.0675	\$ 100,578	2.0875	\$ 101,551
24	1.8050	\$ 87,808	1.8550	\$ 90,240	1.9150	\$ 93,159	2.0350	\$ 98,997	2.0850	\$ 101,429	2.1050	\$ 102,402
25	1.8050	\$ 87,808	1.8550	\$ 90,240	1.9150	\$ 93,159	2.0350	\$ 98,997	2.0850	\$ 101,429	2.1050	\$ 102,402
26	1.8050	\$ 87,808	1.8550	\$ 90,240	1.9150	\$ 93,159	2.0350	\$ 98,997	2.0850	\$ 101,429	2.1050	\$ 102,402
27	1.8050	\$ 87,808	1.8550	\$ 90,240	1.9550	\$ 95,105	2.0750	\$ 100,943	2.1250	\$ 103,375	2.1450	\$ 104,348
29	1.8406	\$ 89,538	1.8915	\$ 92,018	1.9935	\$ 96,978	2.1159	\$ 102,931	2.1669	\$ 105,411	2.1873	\$ 106,403
30		\$ 90,538		\$ 93,018		\$ 97,978		\$ 103,931		\$ 106,411		\$ 107,403

APPENDIX D
POLARIS CAREER CENTER
TEACHER'S SALARY SCHEDULE
July 1, 2021 to June 30, 2022

STEP	LEVEL I* Bachelor's Degree		LEVEL II* Bachelor's Degree + 15 Semester Hours		LEVEL III* Bachelor's Degree + 30 Semester Hours		LEVEL IV** Master's Degree		LEVEL V** Master's Degree + 15 Graduate Semester Hours		LEVEL VI** Master's Degree + 30 Graduate Semester Hours	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.0000	\$ 49,620	1.0550	\$ 52,349	1.0800	\$ 53,590	1.1050	\$ 54,830	1.1550	\$ 57,311	1.1750	\$ 58,304
1	1.0500	\$ 52,101	1.1000	\$ 54,582	1.1250	\$ 55,823	1.1550	\$ 57,311	1.2050	\$ 59,792	1.2250	\$ 60,785
2	1.0950	\$ 54,334	1.1450	\$ 56,815	1.1700	\$ 58,055	1.2050	\$ 59,792	1.2550	\$ 62,273	1.2750	\$ 63,266
3	1.1400	\$ 56,567	1.1900	\$ 59,048	1.2150	\$ 60,288	1.2550	\$ 62,273	1.3050	\$ 64,754	1.3250	\$ 65,747
4	1.1850	\$ 58,800	1.2350	\$ 61,281	1.2600	\$ 62,521	1.3050	\$ 64,754	1.3550	\$ 67,235	1.3750	\$ 68,228
5	1.2300	\$ 61,033	1.2800	\$ 63,514	1.3050	\$ 64,754	1.3550	\$ 67,235	1.4050	\$ 69,716	1.4250	\$ 70,709
6	1.2950	\$ 64,258	1.3450	\$ 66,739	1.3700	\$ 67,979	1.4350	\$ 71,205	1.4850	\$ 73,686	1.5050	\$ 74,678
7	1.3400	\$ 66,491	1.3900	\$ 68,972	1.4150	\$ 70,212	1.4800	\$ 73,438	1.5350	\$ 76,167	1.5550	\$ 77,159
8	1.3850	\$ 68,724	1.4350	\$ 71,205	1.4600	\$ 72,445	1.5350	\$ 76,167	1.5850	\$ 78,648	1.6050	\$ 79,640
9	1.4300	\$ 70,957	1.4800	\$ 73,438	1.5050	\$ 74,678	1.5850	\$ 78,648	1.6350	\$ 81,129	1.6550	\$ 82,121
10	1.4850	\$ 73,686	1.5350	\$ 76,167	1.5600	\$ 77,407	1.6450	\$ 81,625	1.6950	\$ 84,106	1.7150	\$ 85,098
11	1.5400	\$ 76,415	1.5900	\$ 78,896	1.6150	\$ 80,136	1.7150	\$ 85,098	1.7650	\$ 87,579	1.7850	\$ 88,572
12	1.5850	\$ 78,648	1.6350	\$ 81,129	1.6600	\$ 82,369	1.7650	\$ 87,579	1.8150	\$ 90,060	1.8350	\$ 91,053
13	1.6300	\$ 80,881	1.6800	\$ 83,362	1.7050	\$ 84,602	1.8150	\$ 90,060	1.8650	\$ 92,541	1.8850	\$ 93,534
14	1.6750	\$ 83,114	1.7250	\$ 85,595	1.7500	\$ 86,835	1.8650	\$ 92,541	1.9150	\$ 95,022	1.9350	\$ 96,015
15	1.7200	\$ 85,346	1.7700	\$ 87,827	1.7950	\$ 89,068	1.9150	\$ 95,022	1.9650	\$ 97,503	1.9850	\$ 98,496
16	1.7350	\$ 86,091	1.7850	\$ 88,572	1.8100	\$ 89,812	1.9300	\$ 95,767	1.9800	\$ 98,248	2.0000	\$ 99,240
17	1.7500	\$ 86,835	1.8000	\$ 89,316	1.8250	\$ 90,557	1.9450	\$ 96,511	1.9950	\$ 98,992	2.0150	\$ 99,984
18	1.7650	\$ 87,579	1.8150	\$ 90,060	1.8400	\$ 91,301	1.9600	\$ 97,255	2.0100	\$ 99,736	2.0300	\$ 100,729
19	1.7775	\$ 88,200	1.8275	\$ 90,681	1.8525	\$ 91,921	1.9725	\$ 97,875	2.0225	\$ 100,356	2.0425	\$ 101,349
20	1.7900	\$ 88,820	1.8400	\$ 91,301	1.8650	\$ 92,541	1.9850	\$ 98,496	2.0350	\$ 100,977	2.0550	\$ 101,969
21	1.7975	\$ 89,192	1.8475	\$ 91,673	1.8825	\$ 93,410	2.0025	\$ 99,364	2.0525	\$ 101,845	2.0725	\$ 102,837
22	1.8050	\$ 89,564	1.8550	\$ 92,045	1.8900	\$ 93,782	2.0100	\$ 99,736	2.0600	\$ 102,217	2.0800	\$ 103,210
23	1.8050	\$ 89,564	1.8550	\$ 92,045	1.8975	\$ 94,154	2.0175	\$ 100,108	2.0675	\$ 102,589	2.0875	\$ 103,582
24	1.8050	\$ 89,564	1.8550	\$ 92,045	1.9150	\$ 95,022	2.0350	\$ 100,977	2.0850	\$ 103,458	2.1050	\$ 104,450
25	1.8050	\$ 89,564	1.8550	\$ 92,045	1.9150	\$ 95,022	2.0350	\$ 100,977	2.0850	\$ 103,458	2.1050	\$ 104,450
26	1.8050	\$ 89,564	1.8550	\$ 92,045	1.9150	\$ 95,022	2.0350	\$ 100,977	2.0850	\$ 103,458	2.1050	\$ 104,450
27	1.8050	\$ 89,564	1.8550	\$ 92,045	1.9550	\$ 97,007	2.0750	\$ 102,962	2.1250	\$ 105,443	2.1450	\$ 106,435
29	1.8406	\$ 91,329	1.8915	\$ 93,858	1.9335	\$ 98,918	2.1159	\$ 104,990	2.1669	\$ 107,520	2.1873	\$ 108,532
30		\$ 92,329		\$ 94,858		\$ 99,918		\$ 105,990		\$ 108,520		\$ 109,532

APPENDIX F

VISION CARE SCHEDULE OF BENEFITS

VISION EXAMINATION

Optometrist \$ 60.00

Ophthalmologist \$ 75.00

LENSES (PER PAIR)

Single Vision Lenses \$ 85.00

Bifocal Lenses \$105.00

Trifocal Lenses \$135.00

Ventricular Lenses \$150.00

FRAMES \$105.00

CONTACT LENSES (NECESSARY)

Hard \$260.00

Soft \$300.00

Gas Permeable \$340.00

CONTACT LENSES (COSMETIC)

Hard \$135.00

Soft \$150.00

Gas Permeable \$170.00

BENEFIT PERIOD

Vision Examination Once every 12 months

Frames and Lenses Once every 12 months

Benefits payable for contact lenses will be in lieu of all other frames and lens benefits for the benefit period.

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?

010-8213-5472/2/AMERICAS

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

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

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

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

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

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

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

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



TEACHER OBSERVATION RECORD

OBSERVATION RECORD	
_____	was observed on _____ for at least
30 minutes.	
Total time observed	_____
Teacher Signature	_____
Appraiser Signature	_____

OBSERVATION RECORD	
_____	was observed on _____ for at least
30 minutes.	
Total time observed	_____
Teacher Signature	_____
Appraiser Signature	_____

Policy GCN-1 and AFC-1

BOARD APPROVED: 08/27/13

HR – 010 – revised 06/07/17

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.

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

Improvement Plan

Teacher Name: _____

Grade Level/ Subject: _

School year: _____

Building: _____

Date of Improvement Plan Conference: _

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

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

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

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

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

Improvement Plan (continued)**Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____

Grade Level/ Subject: _

School year: _____

Building: _____

Date of Evaluation: _

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

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

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

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

Teacher’s Signature: _____ Date: _____

Evaluator’s Signature: _____ Date: _____

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

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



APPENDIX H-1

NON-CLASSROOM TEACHER APPRAISAL TARGETS

Staff Member:

Non-Classroom Assignment:

Goal:

1. Indicators of Progress/Success/Timeline
2. Resources/Support Needed

Staff Member Signature

Supervisor Signature

Starting Date of Target

Today's Date

Policy GCN-1 and AFC-1

BOARD APPROVED: 08/27/13

HR-012 – revised 06/07/17

**Original – Personnel File
Copy - Teacher**



APPENDIX H-2

NON-CLASSROOM TEACHER APPRAISAL TARGET REVIEW

Staff Member:

Non-Classroom Assignment:

- A. List the target goal(s) of the Appraisal Target.
- B. List a descriptive summary of the process used in the Appraisal Target.
- C. List vital results/outcomes from the Appraisal Target.

Staff member comments:

Supervisor comments:

Staff Member Signature _____

Supervisor Signature _____ Date _____

Additional pages may be added if necessary.

Policy GCN-1 and AFC-1

BOARD APPROVED: 08/27/13

HR-013 – revised 06/07/17

Original - Personnel File
Copy - Teacher



APPENDIX H-3

NON-CLASSROOM TEACHER FORMAL APPRAISAL SUMMARY

Name:

Appraisal Year:

Appraiser:

Post Conference Date:

Performance Appraisal:

Growth/Improvement Plan:

Teacher Remarks:

Appraisee Signature: _____

Date: _____

Appraiser Signature: _____

Date: _____

Policy GCN-1 and AFC-1

BOARD APPROVED: 08/27/13

HR-011 – revised 06/07/17

Original - Personnel File
Copy - **Teacher**

APPENDIX I

PAYMENT AND DEFERRAL OF SEVERANCE PAY

Section 1. Notwithstanding anything in Board policy to the contrary, in accordance with the terms of Section 3.4(a) of the of the Polaris Career Center Section 403(b) Plan (the “403(b) Plan”), retiring teachers shall have the total amount that otherwise would be payable to them as “Severance Pay” (as defined therein) split and paid 60% into an HRA and 40% into an annuity contract or custodial account that is a “Plan Contract” under the 403(b) Plan. Payment of such amounts under Section 3.4(a) shall be in lieu of payment of such amounts directly to the retiring Employee; and no retiring Employee shall have the option of receiving payment of such amounts directly in cash. This arrangement shall be referred to herein as the PEA Severance Pay Deferral Program.

Section 2. If a teacher is entitled to Severance Pay and is not required to be a participant in the PEA Severance Pay Deferral Plan, or if any part of any teacher’s Severance Pay is not payable to a Plan Contract under the PEA Severance Pay Deferral Plan, the teacher’s Severance Pay shall be payable to the teacher in a lump sum cash payment by a date selected by the Treasurer that is not later than 2-1/2 months after the last day of the teacher’s employment. However, in accordance with the requirements of the 403(b) Plan and applicable federal income tax law, a teacher may elect to defer all or a portion of the teacher’s Severance Pay into a 403(b) Plan Contract or to elect to defer all or a portion of such Severance pay into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) (a “Section 457(b) Plan”). Any such election may be made only if the following requirements are made:

- (a) The member’s election is made prior to:
 - (i) In regard to deferrals to a 403(b) Plan Contract, the date of payment; or
 - (ii) In regard to deferrals to a Section 457(b) Plan, the first day of the calendar month in which the payment will be made to the teacher.
- (b) The amount to be deferred to a 403(b) Plan Contract for any calendar year shall not exceed the contribution limitations that apply under the IRC Section 403(b) Plan and applicable federal income tax law. The amount to be deferred under a Section 457(b) Plan for any calendar year shall not exceed the contribution limitations that apply under IRC Section 457(b), 415, or other applicable federal tax law.
- (c) If a teacher is entitled to a cash payment of Severance Pay, has elected to defer some or all of it to a 403(b) Plan Contract or Section 457(b) Plan, and dies prior to the date such amount is paid to the TSA or Section 457(b) Plan, the amount that the teacher had elected to be paid to a TSA or Section 457(b) Plan shall be paid to the surviving spouse of the deceased member, if any; and if there is no surviving spouse, it shall be paid to the deceased member’s estate.

APPENDIX I

- (d) Any teacher who is entitled to Severance Pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all Severance Pay in accordance with the applicable terms of a collective bargaining agreement.

Section 3. All contributions to the 403(b) Plan, all deferrals to a 403(b) Plan Contract or Section 457(b) Plan, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. The Board does not guarantee any tax results associated with the 403(b) Plan, deferrals to a 403(b) Plan Contract or Section 457(b) Plan, or check payments made to a member.

2016 CONSENSUS STATEMENTS

A. Professional Learning Communities

1. During the negotiations process of 2016, the Polaris Education Association identified the manner in which Professional Learning Communities (PLCs) are currently operating as a significant issue that was of importance to its members. There was a lengthy discussion surrounding this issue, which included discussion about the original intent of PLCs versus how they are currently operating.
2. It is agreed that on or before October 1, 2016, the FLT Committee will discuss and develop a plan for implementing PLC groups utilizing the following guidelines:
 - Staff will be given the opportunity to offer ideas for PLC topics to the FLT for consideration.
 - The FLT may determine additional topics that are relevant to current instructional practices.
 - The FLT will determine a menu of options for PLC topics from which each teacher will choose.
 - Each PLC group will have flexible group membership based on topic interest. Teachers will choose which PLC topic/group they will participate in. Each teacher will remain in that PLC until the work of the committee is done and/or FLT determines a need for a new list of topics.
 - The FLT will determine the number of PLC meetings per month not to exceed two (2) per month.
 - Members of each group will be responsible for setting the agenda for the PLC.
 - The FLT will determine a plan to include the participation of satellite teachers in the PLC process.
3. The start date for PLC meetings for the 2016-2017 school year will be determined by the FLT.

B. Nursing Stipend

- Nurses who are on call for student nursing services will receive one (1) additional day of compensation for the school year.
- If nursing call visits for any bargaining unit member exceed 7 ¾ hours during the school year, the nurse may submit an extended day request form for an additional day of pay.

C. Enrollment Coordinator

The position of Enrollment Coordinator will be included in the bargaining unit for so long as the incumbent employed in that position as of the effective date of this Agreement remains so employed.

D. Career Assessment Specialists and Media Specialists

If the position(s) of Career Assessment Specialist and/or Media Specialist are reinstated by the administration, such position(s) will be included in the bargaining unit.

2019 CONSENSUS STATEMENT

This section is null and void as a matter of law based on the Supreme Court decision in *Janus v. AFSCME, Council 31*, 585 U.S. (2018) and will not be implemented, but is preserved should the law change in future years.

18.6 Fair Share Fee.

A. Authorization

The Treasurer of the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be equal to 100% of the unified dues of the United Education Profession (UEP) and a list of Fair Share Fee payers, shall be transmitted by the Association to the Treasurer of the Board on or about October 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

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

- i. Thirty (30) days of employment in a bargaining unit position;
** OR **
- ii. January 15th.

D. Transmittal of Deductions

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

E. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will

be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

F. Entitlement to Rebate

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

G. Exclusivity

The above fair share fee provision shall be an exclusive right of the Association and it will not be granted to any other member organization seeking to represent members in the bargaining unit represented by the Association.

H. Defense and Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Board (including each of its officers, members, members and agents) for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:

- i The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- ii. The Association shall reserve the right to designate counsel to represent and defend the employer;
- iii. 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 or they so desire, and/or 3) not oppose the Association or its affiliate(s) application to file briefs amicus curiae in the action; and
- iv. The Board acted in good faith compliance with the fair share provision of the 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.