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REVISED

AGREEMENT
BETWEEN THE
AMANDA CLEARCREEK EDUCATION ASSOCIATION
AND THE
AMANDA CLEARCREEK LOCAL BOARD OF EDUCATION

July 1, 2020 – June 30, 2023

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TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE 1 RECOGNITION</u>	1
<u>ARTICLE 2 NEGOTIATIONS PROCEDURE</u>	2
<u>ARTICLE 3 MANAGEMENT AND ASSOCIATION RIGHTS</u>	3
<u>ARTICLE 4 PAY PRACTICES</u>	5
<u>ARTICLE 5 GRIEVANCE PROCEDURE</u>	9
<u>ARTICLE 6 ASSAULT PROTECTION</u>	11
<u>ARTICLE 7 EVALUATION</u>	13
<u>ARTICLE 8 COMPLAINT PROCEDURE</u>	26
<u>ARTICLE 9 NON-RENEWAL</u>	27
<u>ARTICLE 10 UNIT MEMBER DAY AND YEAR</u>	28
<u>ARTICLE 11 VACANCIES AND TRANSFERS</u>	30
<u>ARTICLE 12 INDIVIDUAL RIGHTS</u>	31
<u>ARTICLE 13 SEQUENCE OF CONTRACTS</u>	32
<u>ARTICLE 14 REDUCTION IN FORCE</u>	33
<u>ARTICLE 15 LEAVES OF ABSENCE</u>	37
<u>ARTICLE 16 COMPENSATION FOR SUBSTITUTION DURING EMERGENCY SITUATIONS AND LOSS OF PLANNED PREPARATION TIME AND/OR LUNCH PERIOD</u>	42
<u>ARTICLE 17 RETIREMENT INCENTIVE PAY</u>	42
<u>ARTICLE 18 SEVERANCE PAY</u>	43
<u>ARTICLE 19 STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD</u>	43
<u>ARTICLE 20 TUITION CREDIT</u>	44
<u>ARTICLE 21 TRAVEL MILEAGE</u>	45
<u>ARTICLE 22 TERMS AND CONDITIONS</u>	45
<u>ARTICLE 23 CHRONIC COMMUNICABLE DISEASES</u>	47
<u>ARTICLE 24 FACULTY PASSES</u>	47

<u>ARTICLE 25 PERSONNEL FILES</u>	48
<u>ARTICLE 26 INSURANCES</u>	49
<u>ARTICLE 27 CONTRARY TO LAW</u>	52
<u>ARTICLE 28 LEGISLATIVE MANDATES</u>	52
<u>ARTICLE 29 SUPPLEMENTAL CONTRACTS</u>	52
<u>ARTICLE 30 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE</u>	54
<u>ARTICLE 31 EMPLOYMENT OF RETIRED TEACHERS</u>	55
<u>ARTICLE 32 MASTER TEACHER</u>	55
<u>ARTICLE 33 STUDENT TEACHER</u>	55
<u>ARTICLE 34 LOST STEPS</u>	56
<u>ARTICLE 35 LONGEVITY BENEFIT</u>	56
<u>ARTICLE 36 DURATION</u>	57

ARTICLE 1
RECOGNITION

- A. The Amanda-Clearcreek Local Board of Education recognizes the Amanda-Clearcreek Education Association/COEA/OEA/NEA as the exclusive representative for all full and part time certificated/licensed personnel under a regular teaching contract in the District and tutors. Substitutes working less than sixty (60) consecutive days, aides, non-certificated personnel and administrative, supervisory personnel hired under an administrative contract and/or who hold administrators' positions are specifically excluded from the bargaining unit. Administrative supervisory personnel are defined as those employees who have the right to hire, fire, evaluate, discipline, discharge and/or recommend such actions.
- B. The Board and Association agree that matters to be negotiated shall be confined to salary, hours and other terms and conditions of employment; and the continuation, modification or deletions of the provisions of this Agreement. Items which are not negotiable are those matters reserved to management unless the Board agrees to negotiate on those matters.
- C. The Board recognizes that the Association represents only the positions set forth in Section A above, and that the Association shall not be considered as the bargaining agent for any other employees.
- D. Definitions
1. Association The Amanda-Clearcreek Education Association/COEA/OEA/NEA.
 2. Board The Amanda-Clearcreek Local School District Board of Education acting as a corporate entity
 3. Building Each building (grade cluster) will consist of the following:
Primary (K-2) Elementary (3-5)
Middle School (6-8)
High School (9-12)
 4. FCESC Fairfield County Educational Service Center
 5. Day A calendar day, unless otherwise indicated.
 6. District The Amanda-Clearcreek Local School District
 7. Employer Anyone acting on behalf of the Board in a particular instance
 8. Masters +30 The Master+30 salary step is defined as thirty (30) semester hours of course work earned after the Masters' Degree has been earned.
 9. ORC Ohio Revised Code.
 10. Superintendent The Amanda-Clearcreek Superintendent or his/her designee.
 11. Tutor Rate The tutor rate is paid for all tutoring duties, regardless of when the tutoring takes place

- 12. Unit Member A member of the bargaining unit
- 13. Work Day A weekday other than school recognized holidays.

E. 150 Hours*

150 Hours is defined as earning a total of 150 Semester Hours at any time. This can be undergraduate hours, graduate hours or any combination of both.

This will be stated on Appendix A as well as the Request for Salary Placement Change form.

* This language will appear on each of the Salary Index page.

ARTICLE 2
NEGOTIATIONS PROCEDURE

- A. The Employer and the Association shall each designate a bargaining team of up to five (5) members and two (2) observers. All bargaining shall be conducted exclusively and in executive session between the teams. All meetings, including mediation, shall be scheduled during non-working hours unless otherwise mutually agreed to.
- B. In the year in which the contract expires, either party may notify the other of a desire to commence bargaining. Notification by the Association shall be made in writing to the Superintendent; notification by the Employer shall be made in writing to the Co-Presidents of the Association. Within fifteen (15) days of such notification, the parties shall mutually establish a meeting date. At the initial meeting, the parties shall establish ground rules for the negotiations. After issues are exchanged, no new issues may be submitted except by mutual agreement.

C. Time Limits

Time limits will be mutually agreed to.

D. Information

1. The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form. Any costs incurred as a result of providing such information shall be paid by the requesting party.

E. While Negotiations are in Progress

- 1. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.
- 2. Statements to the media may be issued. A copy of any media release shall be furnished to the other party at the same time and by the same method.

3. Each team shall designate one (1) chief spokesperson who shall make verbal responses for his team members and be responsible for signing any tentative agreements arrived at. Signed tentative agreements shall not be changed or submitted to further bargaining except by mutual agreement.
- F. Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members; or for the purpose of providing information pertinent to negotiations. When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board. Upon official adoption and ratification, the Agreement shall be signed by and be binding upon both parties. The agreement will be posted electronically.
- G. Disagreement

The following impasse procedure will be used in the event the parties cannot reach agreement prior to the expiration of the negotiations period.

1. Either party may request the services of the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement.
2. The mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Employer. However, the mediator shall not have the authority to extend mediation beyond the time limits of the current Agreement, or to bind the parties to any items or agreement.
3. This alternate impasse procedure supersedes and takes the place of the requirements of ORC Chapter 4117.
4. At any time, the parties may mutually agree to a different alternate impasse procedure.
- H. Amendment of Procedures

The parties agree that any or all of the procedures contained in this Article may be amended at any time by mutual agreement.

ARTICLE 3 MANAGEMENT AND ASSOCIATION RIGHTS

- A. Management Rights
 1. Except as specifically abridged, limited or modified by a specific and express term of this Agreement, the Board retains and reserves to itself, without limitation, all powers and authority conferred upon it by law (including those management rights provided by ORC 4117.08(C)(1-9)).
 2. If the Employer would like to obtain a waiver of any provision of this Agreement in a particular situation, the Employer and an Association/building representative will meet in an attempt to resolve the issue. If the parties are unable to reach an agreement, the Employer and the teacher(s) involved may agree to a waiver as long as no precedent is set, no other employees are adversely affected, and the

Association is given notification of the Agreement. The Association may not file a grievance concerning a situation where an employee has entered into a waiver agreement and that employee does not wish to file a grievance.

B. Association Rights

Recognition of the Association as the bargaining agent shall entitle the Association to certain exclusive rights as follows:

1. The Association shall have the right to use the faculty lounge bulletin boards in each building for official Association business.
2. With the prior notification to the principal and/or Superintendent, a representative of the Association may make announcements at the end of school faculty meetings.
3. With the prior notification to the building principal, a representative of the Association may make announcements over the building public address system either prior to or after the student school day.
4. The Association building representative will have permission to use individual school equipment, including computers, tablets, copiers, fax machines and all types of audio-visual equipment, when such equipment is not otherwise in use. All equipment will be checked as to condition by the building principal or his/her designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible to repair or replace the equipment at pro-rated market value. Supplies in connection with such equipment used will be furnished and paid for by the Association.
5. The Association shall have the right to use school buildings and facilities during non-school hours without charge for meetings held during the custodian's scheduled work time so long as such meetings do not interfere with previously scheduled building activities. The Association shall make arrangements with the Superintendent and/or building principal(s) for such use at least twenty-four (24) hours prior to any proposed meeting(s), when possible. The Association shall use the building according to regulations established by the Board and shall be responsible for any costs incurred, such as damages, custodial overtime pay, etc.
6. The Association may place Association communications in the mailboxes of Association members. The Association shall have the right to place an organizational identification on the mailboxes of all teachers who are unit members.
7. The Association shall receive notice of any regular or special Board meeting in accordance with the directives of the "Sunshine Law". Such notification shall be made to the Co-Presidents of the Association on the same basis as it is to the news media.
8. The Association Co-Presidents and building representatives shall receive an advance copy of the agenda of each Board meeting. The agenda shall be sent via email at the same time as it is sent to the Board members.
9. The Association shall further receive two (2) complete packages of the information submitted to the Board, aside from confidential materials. One (1) shall be sent to the

Association Co-Presidents, and one (1) to a designated building representative in another building.

10. Two (2) representatives of the Association shall be accorded the same seating privilege as the press at regularly scheduled or special, non-executive session meetings of the Board. A representative of the Association shall be permitted to address the Board during the Board meeting prior to the Board's opening discussion with other representatives of the public. Minutes of the Board meeting will be made available to the Association as they become available and upon Association request.
11. With the individual's written authorization, the names and personal emails of newly employed unit members shall be provided to the Association prior to the beginning of the school year.
12. The Superintendent shall provide time for the Association to address new unit members at the initial orientation meeting. The Association shall also have the right to place a letter in the Superintendent's packet to all new unit members informing them that the Association is recognized as the exclusive bargaining agent.
13. The Co-Presidents of the Association and/or a designee (upon notification to his/her building principal) and/or the consultant of the Association may visit schools during non-working (i.e., non-student contact) time. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall notify the principal or, in his/her absence, the acting building administrator of the visit. Such visitations shall not interfere with the operations of the school system or with the employment responsibilities of the individual unit member being contacted.
14. Visits made to discuss with the principal special problems of individual unit members must be arranged in accordance with the appropriate building principal and/or the Superintendent.
15. The Association will have six (6) days per school year, with the option of carrying over a maximum of two (2) days to the next year, to use for the purpose of attending meetings and conventions that apply to Association business. All expenses, excluding the costs of substitutes, are totally the responsibility of the Association or Association member(s). Requests for Association leave shall be submitted from ACEA to the Superintendent, the Treasurer, and the building principal, as far in advance as possible, but at least forty-eight (48) hours in advance of the day requested.

ARTICLE 4 PAY PRACTICES

- A. All unit members must have a valid teaching certificate/license on file in the office of the Superintendent at least five (5) working days prior to the first day of the school year.
- B. Unit members will be credited with up to ten (10) years of service credit for previous teaching experience in chartered public and non-public schools provided that the unit member had a valid teaching certificate/license during each year of credited teaching experience. The Employer has the discretion to grant up to twenty years of service credit in

appropriate circumstances. Out of state experience can be given if the state in which the teacher is coming from is ORC accredited.

- C. A year of teaching experience shall be for not less than one hundred twenty (120) school days of any given school year and must be for regular or substitute teaching.
- D. Up to five (5) years of service credit shall be granted for previous military service.
- E. All previous experience, both teaching and military, must be verified by the unit member.
- F. Per diem deductions shall be made for previously authorized absence other than those provided for under the leave provisions of this Agreement. The deduction of a day's salary is calculated as follows:
 - 1. The total number of days the unit member is employed divided into the total salary (excluding any supplemental pay) times the number of days of previously authorized absence.)
 - 2. The deduction shall be made in the paycheck following the previously authorized absence.
- G. All unit members under contract by June 1 for the following school year will be given a salary notice by July 1. Unit members employed after June 1 will be given a salary notice within thirty (30) days after employment by the Board. If a new salary schedule is established for the remainder of that year, then a salary notice will be issued within thirty (30) days after the adoption of that salary schedule by the Board.
- H. All unit members shall receive their W-2 forms on or before January 31.
- I. Pay days will be the 5th and the 20th of each month. All unit members will be paid via direct deposit. Direct deposit stubs will be available via email distribution.
- J. A bargaining unit member may move to another column on the salary schedule when qualified upon submitting official transcript of completed coursework/degree (degree confirmed and conferred) and written notice to the Treasurer no later than September 5, or January 5. A bargaining unit member who qualifies for a move on the salary schedule shall submit to the Treasurer a completed Request for Salary Placement Change form and official transcripts confirming and conferring the complete coursework/degree. Members who submit the form and official transcripts on or before 4:30 PM on September 5 will receive the new salary the entire contract year. Members submitting transcripts on or before 4:30 PM January 5 will receive the new salary only for the remainder of the contract year, starting January 1.
- K. Payroll Deductions
 - 1. Association Dues
 - a. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership. Any member hired or becoming eligible for membership after

October 30 shall be entitled to payroll deduction of dues, fees, and assessments on a schedule determined by the Association Treasurer.

- b. The Employer agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. The Employer shall provide for twenty (20) payroll deductions for Association and affiliate dues. The deductions shall start with the first and second pay in November and continue with the first and second pay of each month for nine (9) additional months. Such deduction shall continue from year to year at the discretion of the unit member.
- c. For any yearly payroll deduction, there shall be equal withdraws throughout the year or the deduction shall be made in one full sum.
- d. Except in cases of emergency, payroll deductions may be established or revised effective on the first working day of any month.
- e. The Association shall notify the Treasurer as to the names of the persons requesting payroll deduction of dues or fees and the amounts of those dues or fees by October 15 of each year.
- f. The Treasurer shall submit monthly to the Association Treasurer a check for the total amount deducted that month.
- g. The Board, recognizing the Association as the exclusive representative of the unit members, shall not permit payroll deduction of dues for any competing organization as long as the Association remains the recognized representative of the unit members.
- h. If, for any reason, the Board fails to make a deduction for any unit member as above provided, it shall make that deduction from the unit member's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the unit member. The Association agrees to hold the Board and its employees and agents harmless for any and all errors arising out of the dues deduction procedure, provided that such error is corrected in accordance with this policy.
- i. A member who wishes to cancel their membership may do so by notifying the Association Treasurer, in writing. Upon cancellation of membership, the Association shall notify the District Treasurer of the remaining dues owed. The District Treasurer shall deduct all fee owed from the employee's next pay.

L. Board Indemnification

The association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

1. The Association shall use their counsel to defend the Board. 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.
2. The Board agrees to:
 - a. Give full and complete cooperation and assistance to the Association at all levels of the proceeding;
 - b. Permit the Association or its affiliates to intervene as a party if it so desires;
 - c. To not oppose the Association or its affiliates' application to file briefs amicus curiae in the action
3. Credit Union

The Employer shall provide for payroll deductions for the credit union. Such deductions shall be over twenty-four (24) pays and shall continue from year to year at the discretion of the unit member.

4. Tax Sheltered Annuities

- a. The unit member agrees to hold harmless the Board and its employees and agents for all claims dealing with deductions of designated annuities, so long as the Board makes payment in a timely manner.
- b. Companies

Upon the effective date of this Agreement, any new company must be representative of at least five (5) unit members or one percent (1%) of the total full-time unit members, whichever is greater, unless the company has an in-force contract with a new unit member with the exception of Ohio Deferred Compensation.

The Treasurer's office shall maintain and make available to unit members, upon request, a list of annuity companies eligible for payroll deduction.

5. FCPE

- a. The Treasurer shall make deductions for FCPE if authorized by the unit member (\$1.00 minimum).
- b. At the discretion of the unit member, such deductions shall be made either:
 1. Over twenty-four (24) pays and shall continue from year to year; or
 2. A total amount may be authorized by the unit member to be withheld in a designated number of equal payments.

6. All deductions shall be forwarded by the Treasurer to the proper authority immediately upon the issuance of payroll checks.

ARTICLE 5
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: An alleged violation, misapplication or misinterpretation of the written negotiated contract between the Board and the Association.
2. A grievant shall mean a unit member or the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred. Association grievances shall be filed at the Superintendent's level unless the parties to the grievance work in one (1) building where the grievance shall be filed with the building principal concerned.
3. All days referred to herein shall be days in which school is in session unless otherwise specified. The time limits may be waived at any step of this procedure so long as both parties have agreed in writing.
4. The grievant shall have the right to be represented by an Association representative at any level of this procedure. The Association has the sole and exclusive right to represent grievant during this procedure.

B. Purpose

1. The purpose of the grievance procedure is to secure at the lowest possible administrative level proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
2. Nothing herein shall prohibit any grievant from discussing his/her grievance informally with any member of the Association or the Employer.

C. Initiating and Processing

Grievance Step One: Informal

Any unit member having a grievance shall first discuss such grievance with his/her building principal and may be accompanied by representatives of his/her choice.

Step Two: Principal

If the discussion does not resolve the grievance to the satisfaction of the unit member, such unit member shall have the right to lodge a written grievance with such unit member's building principal, if the principal has the authority to adjust the grievance. If not, the grievance will be filed at Step Three. If such grievance is not lodged within twenty-two (22) days following the act or condition which is the basis of said grievance, said grievance shall no longer exist.

The written grievance shall be on a standard form attached to this Agreement and supplied by the Employer to individual unit members. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provisions of the agreement and the negotiated item agreements allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed within twenty-two (22) days of the act or occurrence upon which the grievance is based. A hearing shall be conducted between the building principal and the grievant within ten (10)

days after receipt of the written grievance. The grievant shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by representatives of his/her local Association.

Within ten (10) days of the hearing, the principal shall render a written decision (which shall include reasons based upon the circumstances of the grievance) to the grievant, with a copy going to the Association Co-Presidents and the Superintendent.

Step Three: Superintendent

If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) days from receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal. A hearing shall be conducted by the Superintendent within ten (10) days after the receipt of the appeal. The grievant shall have the right to be represented at such hearing by representatives of his/her local Association. The Superintendent shall take action on the appeal of the grievance within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the building principal.

Step Four: FMCS Mediation

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant and the Association may request FMCS mediation. The notice of mediation request shall be sent to the Superintendent and a copy filed with the Treasurer. Failure to file such request within ten (10) days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The parties will attempt to agree on an FMCS mediator. If unable to agree, the Association will request for FMCS to appoint a mediator.

Step Five: Arbitration

If the grievant(s) and the Association are not satisfied with the Step Four results, the Association may, within ten (10) days, submit Grievance Report Form Step Five to the Superintendent. Within ten (10) days of submission to the Superintendent, the parties shall attempt to agree on an arbitrator. If no arbitrator is agreed upon, the Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) arbitrators.

Each party shall strike those names which are unacceptable, rank the remaining arbitrators, and return the list to AAA. The arbitrator appearing on both lists as acceptable that has the highest cumulative ranking will be designated as the arbitrator. The AAA shall not have the authority to independently designate an arbitrator. If an arbitrator is not selected from the first two lists using this method, the parties shall select an arbitrator from the third list using the alternate strike method.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon.

The decision shall be in writing, a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on all parties, except that the arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award that violates the terms and conditions of the Agreement between the Association and the Board.

The costs for the arbitrator shall be shared equally by the grievant(s) and the Board.

D. Miscellaneous

1. If the administration does not render a decision within the prescribed time, the grievance will be automatically advanced to the next step.
2. A grievance may be withdrawn at any level without prejudice.
3. Copies of all records dealing with a grievance will be furnished to all parties to a grievance. No records or documents concerning a grievance will be placed in the personnel files of any of the participants.
4. A separate file for grievances will be kept in the Superintendent's office or designee.
5. No participant in the grievance procedure shall be subject to reprisal or discrimination as a result of their participation in the procedure.

ARTICLE 6
ASSAULT PROTECTION

The Board supports the prosecution of any student, or visitor to a building or grounds, who physically assaults a unit member. Procedures for filing reports:

- A. Any unit member who has suffered a physical, written or verbal assault that resulted in mental or physical injury and/or loss of personal property while performing contractual or other duties related to his/her employment by the Board shall make an immediate oral report, if possible, and shall within one (1) working day, unless incapacitated, make a written report on Board prescribed forms of the circumstances thereof to the building principal. The individual shall make supplemental written reports attaching copies of any summons, complaints, process, information indictment, notice, or demand served upon him in connection with such assault and/or loss of personal property within five (5) working days after he/she has been served therewith, and shall report the final disposition of any such proceedings. If the employee is unable to perform his/her duties, the employee's instructional responsibilities will be covered for the rest of the day and the employee is entitled to the rest of the day on assault leave.
- B. The principal or designated representative shall obtain a list of witnesses to said assault. The principal shall then obtain a written statement of the observations of each witness.
- C. Such reports will be forwarded to the Superintendent's office. Provided that such information is not privileged by law, copies of all reports will be provided to the unit member by the Employer.
- D. The Superintendent shall acknowledge receipt of the principal's and the unit member's reports and shall communicate this information immediately to the President of the Board and Co-Presidents of the Association with a written verification.
- E. In order to be eligible for the benefits contained in Section F below, unit members assaulted while performing contractual duties related to their employment by the Board must file a claim with the State Worker's Compensation Bureau for reimbursement of salary, hospital and doctor bills. A member of the administrative staff will assist the individual involved in the filing of such

forms. Should the individual receive Worker's Compensation salary reimbursement, the Board will pay the difference between that reimbursement and the individual's regular per diem rate of pay (excluding supplemental contract pay unless the unit member is also unable to perform those supplemental contract duties) while he/she is covered under this Article.

F. Leave Provisions:

The Board will provide up to three (3) workdays assault leave to a teacher who is absent due to physical, psychological or emotional harm resulting from an assault which occurs in the course of an employee's Board employment. During this time the Board will maintain the teacher on full-pay status during the period of such absence without use of his/her sick leave.

- G. If a physical assault, or injury caused by violence, on a unit member results in his/her inability to perform contractual related duties for a period of time, after the initial three (3) days assault leave above. The unit member shall be provided leave until he/she is able to resume his/her professional duties without net loss of pay for a period not to exceed forty (40) unit member work days. No deduction shall be made from his/her sick leave while the unit member is covered under this Article. The unit member, unless incapacitated, shall make written application for leave, and will provide the Board with a written physician's statement recommending the leave and the approximate duration of the disability and/or be examined by a Board designated physician at Board expense.
- H. A student who physically assaults a unit member shall be immediately suspended and removed from the premises by the sheriff, children's services, or parent, or isolated and supervised until such time that an investigation can be made.
- I. Should any unit member knowingly and with intent make false application for and/or falsify any information within the provisions of this Article, he/she shall be subject to written reprimand, suspension or termination.
- J. If a unit member is unable to gain restitution of destroyed personal property from the student involved, then the Board shall withhold all grades, diplomas and transcripts until full restitution has been made by the student.
- K. If a unit member is injured on the job, he/she is required to go promptly to First Medical or another Bureau of Workers Compensation (BWC) approved facility for treatment and a drug/alcohol test. The list of approved facilities can be found on the BWC website (<http://www.ohiobwc.com>).

ARTICLE 7 EVALUATION

The purpose of this procedure is to assist a unit member in improving his/her effectiveness, and the Board in evaluating the unit member's effectiveness. This Article shall be consistent with statutory provisions regarding evaluations and the Ohio Teacher Evaluation System (OTES) Framework.

I. SCOPE AND PURPOSE

DEFINITIONS

Credentialed Third Party Evaluator (CTPE) A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.

Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure

Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement as APPENDIX M THROUGH O

Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts consisting of Department Heads or Grade Level Team Leaders, Special Education Supervisor, Special Education Department Head, and Curriculum Supervisor which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement as Appendix M.

Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix N. This plan is to be submitted by September 15 of each year.

Teacher of Record: A teacher who is:

Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,

Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,

Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix O of this Agreement.

PURPOSE

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

Advance the professional learning and practice of teachers individually and collectively in the school District.

Inform instruction.

Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

APPLICATION

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

The District shall not conduct an evaluation for any teacher who:

Was on leave for fifty percent (50%) or more of the school year;

Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

Is participating in year one of the teacher residency program established by Ohio Rev. Code § 3319.223; Is a substitute teacher.

II. STANDING JOINT COMMITTEE FOR TEACHER EVALUATION

The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

Committee Composition

The committee shall be comprised of four (4) Association members appointed by the Association Co-Presidents and four (4) members appointed by the Superintendent/designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

Committee members shall serve staggered terms of not more than three (3) years.

Committee members shall be representative of the primary, elementary, middle school, high school, and specialty areas (i.e., music, art, special education) and programs (i.e. career tech) within the District.

After the Association member's term, or removal therefrom, the Association Co-President shall appoint a successor.

Committee Operation

The District shall provide members of the committee with training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internally to all bargaining unit members.

The committee agenda shall be developed jointly by the co-chairpersons of the committee.

All decisions of the committee shall be achieved by consensus.

At each initial committee meeting, the committees shall develop the ground rules by which the committee shall operate.

At each meeting, the committees shall select an individual to act as the official scribe for that meeting. All notes and official minutes, if any, shall be stored and available to members of the committee, Association President, and District Superintendent electronically within 10 (ten) days following each meeting of the committee.

Members of the committee shall receive release time for committee work and training during the contractual work day or any committee work. Training and committee meetings held outside of the contractual work day shall be paid at the district's established tutoring rate.

9. Team Leaders and Department Heads will be required to pre-screen HQSD Instruments before being sent to the committee for final approval.

The committee may establish subcommittees to assist with their work. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association Co-Presidents.

The committee shall be authorized to utilize a consultant(s) (e.g., educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board of Education.

Committee Authority

The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

III. EVALUATORS

QUALIFICATIONS AND ASSIGNMENT

Each evaluator shall be an employee of the Amanda-Clearcreek Local School District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment no later than September 15.

Evaluator assignments shall be made pursuant to the following requirements:

For all teachers, the evaluator shall be the teacher's immediate administrator.

In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher.

The unit member shall be evaluated by his/her designated administrator, unless another District administrator or another credentialed evaluator from the predetermined list provided by the Superintendent is selected by the Superintendent. In a "high stakes" year (i.e., a year in which a decision will be made concerning the member's employment contract), the building administrator shall perform the evaluation unless extenuating circumstances make it impossible. In such an instance, the Superintendent or designee will assign an evaluator from the predetermined list provided by the Superintendent with input from the unit member.

The unit member may request an additional observation to be conducted by another District administrator or other credentialed evaluator selected by the mutual agreement of the Superintendent and the unit member being evaluated.

In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

Any administrator who violates any provision of this evaluation system more than two (2) times in a three (3) year period shall be deemed unqualified to perform evaluations under OTES until the administrator successfully passes the credentialing assessment following his/her removal.

IV. ORIENTATION AND PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

No later than September 15 of each year, the Board shall provide training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD).

Evaluators

Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or re-credentialing training and have passed said assessment.

The evaluators shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedures.

Written instructions for evaluators shall be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.

Updates to written instructions and group professional development shall occur on an annual basis.

Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the Association Co-Presidents by the first teacher workday.

Teachers

Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

Written instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and will be utilized.

Written instructions and group evaluation instrument training shall be presented to the teachers not later than September 15, or in the case of any teacher hired after September 15, not later than thirty (30) days after initial employment with the District.

Joint Training on Evaluation Instrument

Before the beginning of each evaluation cycle, the Board shall provide joint training for administrators and teachers which ensures functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure.

FUNDING FOR ORIENTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

The Board shall allocate the necessary funding annually for orientation, professional development, and training purposes to support the teacher evaluation system. The financial resources to support the professional development shall be provided for, in priority order:

Teachers assigned an improvement plan. The evaluator and teacher shall jointly identify training, classes, resources, etc. All other teachers not identified above.

The Evaluation Committees shall have the necessary funding each year to be used for training purposes. Committee members shall vote on how these dollars shall be allocated and the type of training. All training shall be held during school hours, unless mutually agreed upon by committee members.

All requests for professional dollars shall be submitted to the District Treasurer, including the cost of the professional development. If the request is denied, the District treasurer shall provide to the teacher, in writing, the reason for the denial within five (5) working days. If the teacher believes the denial is arbitrary, capricious or unreasonable, the employee may file a grievance, pursuant to Article 5 of this Contract.

V. EVALUATION STRUCTURE AND PROCEDURES

SCHEDULE OF EVALUATION

No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

CRITERIA FOR PERFORMANCE ASSESSMENT

A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix O of this contract.

Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student

information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

OBSERVATIONS

Schedule of Observations

The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be finalized, including the post conference with the evaluator, no later than the final school day before winter break. The second formal observation shall be finalized, including the post conference with the evaluator, no later than April 30.

The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be finalized, including the post conference with the evaluator, no later than April 30.

Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days unless mutually agreed upon by both parties. All formal observations shall be announced.

Observation Conferences

A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed on the pre-observation form (Appendix P).

A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than 10 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

WALKTHROUGHS/INFORMAL OBSERVATIONS

A walkthrough/informal observation is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:

Evidence of planning;

Lesson delivery;

Differentiation;

Resources;

Classroom environment;

Student engagement;

Assessment;

Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

The walkthrough shall be ten-fifteen (10 - 15) consecutive minutes in duration.

The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than three (3) work days following the walkthrough.

At the request of the teacher, a formal debriefing shall occur within three (3) work days of receiving the pin after the walkthrough to discuss observations of the evaluator.

A minimum of two (2) and no more than four (4) walkthroughs shall be conducted in each evaluation cycle.

Walkthroughs shall not disrupt the learning environment in the classroom.

HIGH QUALITY STUDENT DATA (HQSD)

Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program. The District shall utilize the approved list of vendor assessments from ODE.

HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:
Knowledge of the students to whom the teacher provides instruction;
The teacher's use of differentiated instruction practices;
Assessment of student learning;
The use of assessment data;
Professional responsibility and growth.
No Evaluation Factor shall be impacted by student performance on a test or tests.

HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement
2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.
3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.
4. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.
5. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the professional growth and improvement plan.

B. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

C. The improvement plan shall include:

1. Specific, measurable instructional practices to be observed;
2. Specific, evidence-based resources, and assistance to be provided;
3. Clearly articulated timelines for the completion of the plan; and

4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,
5. Shall utilize the form found in Appendix M of this agreement.

Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended.

No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

A. Upon request, the District shall provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

B. Role of the Mentor Teacher

The mentor teacher shall possess a Five-Year Professional license and a minimum of five (5) consecutive years of teaching experience in the District.

The mentor teacher shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.

The mentor teacher shall hold a valid teaching certificate/license and shall be assigned to teachers with the same area of certification/license.

The mentor teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.

The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

2. Release Time

Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

3. Protections

a. Other than a notation that a teacher provided additional service as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.

- c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
- d. All interaction between the mentor teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentor teacher and no information provided by the mentor shall be used in the evaluation of the teacher.
- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised 1 time by the mentor teacher or the teacher.
- f. No data collected through the Ohio Resident Educator or Mentor Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.
- g. If there are no volunteers from the bargaining unit who expresses interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

FINALIZATION OF EVALUATION

Final Report

Before the evaluation cycle is final, and not later than May 10, access to the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

The teacher shall have the right to respond prior to finalizing the evaluation.

Completion of Evaluation Cycle

The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used unless an additional conference is scheduled for the teacher to present additional evidence.

The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

The evaluation report shall be signed by the evaluator and the teacher. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

Any teacher who receives an evaluation rating of “skilled” shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

Any teacher who receives an evaluation rating of “accomplished” shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

The Superintendent shall annually file a report to the ODE including only the following information: the number of teachers for whom an evaluation was conducted; the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District.

DUE PROCESS

Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.

A teacher shall be entitled to Association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.

Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.

The Board shall amend its evaluation policy to conform to the terms of this agreement.

If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within 10 days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in Article 2 of this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy. The Association specifically retains the right to strike under Ohio Rev. Code § 4117 at the end of the thirty (30) day dispute resolution procedure period.

VI. PERSONNEL ACTION

REQUIREMENTS

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until at least one complete evaluation has been finalized, including the post conference with the evaluator.

ARTICLE 8 COMPLAINT PROCEDURE

- A. When a complaint is made to the Board, any of its members, or to administrators concerning a unit member's conduct or other activities that relate to that unit member's employment duties, an informal investigation shall occur to determine whether the concern is serious enough to be considered a matter of record.
- B. If the complaint is serious enough to be considered a matter of record, the appropriate administrator shall meet with the unit member as soon as possible but no later than twenty (20) working days to discuss the complaint. The appropriate administrator and the unit member shall attempt to resolve the complaint.
- C. Before the complaint is taken to the Board for action, an investigation will be conducted by the Superintendent.
- D. The Board recognizes the need for confidentiality and will make every effort to ensure that the complaint is handled in a confidential manner.
- E. A unit member has the right to Association representation during any investigatory interview that the employee reasonably believes could lead to discipline. Employees also have the right to Association representation at conferences during which discipline is being administered.

- F. The Employer will notify unit members of any complaint that might become a matter of record. Anonymous complaints will not become a matter of record.
- G. The Employer will strongly encourage individuals who wish to file a formal complaint against a unit member to submit the complaint in writing, preferably on the approved form. The form itself will not be placed in the unit member's personnel file; however, the results of any investigation of the complaint may be placed in the unit member's personnel file. The mere filing of a complaint cannot be used against a unit member in the evaluation process, but the result of any investigation of the complaint can be included in the evaluation process.

ARTICLE 9
NON-RENEWAL

The following procedures shall be used in the processing of a non-renewal recommendation of a unit member's teaching contract:

- A. A unit member shall be notified in person and in writing by the Superintendent of the administration's intent to recommend non-renewal as is prescribed in the unit member evaluation instrument by May 10.
- B. If a unit member is working under a limited contract, he/she may request within three (3) business days of the receipt of the non-renewal recommendation, a meeting with the Superintendent during which the evaluators and/or the Superintendent shall provide a reason in writing for his/her non-renewal recommendation.
- C. Should the unit member so desire he/she may request a hearing with the Board to provide evidence which may rebut the Superintendent's recommendation for nonrenewal. Said hearing request shall be filed with the Treasurer within three (3) business days of the unit member's meeting with the Superintendent. The unit member shall have the right to a representative at said hearing. The hearing shall be in executive session unless the parties mutually agree to do otherwise.
- D. The reasons for non-renewal shall be neither arbitrary nor capricious and shall be rationally related to the unit member's ability to perform in his/her assigned duties.
- E. No unit member shall be non-renewed unless evaluated pursuant to the procedures set forth in this Agreement.
- F. This Article shall apply to regular limited teaching contracts only.
- G. This Article shall supersede all statutory provisions regarding the non-renewal of limited contracts.
- H. The Board will act on all Superintendent recommendations for non-renewal on or before June
- I. Long-term substitutes will be automatically non-renewed at the expiration of the year without requirement of notice or action by the Board.

ARTICLE 10
UNIT MEMBER DAY AND YEAR

- A. The normal work year will consist of 184 workdays, including two (2) preparation days and up to seven (7) in-service days. Additional in-service days may be scheduled with the agreement of the Association.
- B. Unit members' normal workdays will be no longer than seven and one-half (7-1/2) hours. The school day will not start earlier than 7:15 a.m. or end later than 4:30p.m. However, if meetings are scheduled in which attendance is required, unit members shall remain up to an extra hour prior to or beyond the workday. Except in extenuating circumstances, no meeting in the District shall be called without twenty- four (24) hour notice. Except in extenuating circumstances, the total number of meeting hours shall not exceed two (2) per month.
- C. Duties will be assigned by the building principal or his/her designee. Total minutes of extra duty time shall be assigned as equitably as possible among unit members. The extra duty schedule will be prepared in advance with the understanding that unit members may trade extra duties if the trade is agreeable to both members and the building principal. The principal shall be notified at least twenty-four (24) hours prior to the duty if times are traded. No extra duties will be regularly scheduled beyond the normal workday, except in the case of an emergency.
- D. Unit members shall receive thirty (30) consecutive duty-free minutes for lunch.
- E. Unit members shall receive no less than two hundred (200) minutes per week for preparation time. This shall include at least one (1) thirty (30) consecutive minute period per day (not necessarily during the student day) in the elementary. Special teachers will be placed on a committee for input into scheduling.
- F. Any planned or unplanned two (2) hour late arrivals will result in the K-5 Regular Education classroom teachers receiving a minimum of a twenty (20) minute prep period the day of the late arrival.
- G. The administration shall be responsible for the equitable distribution of work among unit members. Work is defined as follows (where applicable): number of classes, number of preparations, class size, instructional/non-instructional duties, and number of classes at a specific instructional level.
- H. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays.
- I. The official closing of schools by the Superintendent on account of severe weather or other non-Association labor related emergency conditions shall not result in loss of pay. The first five (5) days school is closed in any given year will not be made up. However, the Employer has the right to make up any or all of the time that school is closed after the first five (5) days.
- J. On any calamity day after five (5) calamity days that is announced by the Superintendent may require all Certificated Staff members to report within two (2) hours of their regularly scheduled times. This would not be in effect for any days the Fairfield County Sheriff's Office has enacted a Level 3 snow Emergency or for any employee whose county of residence has enacted a Level 3 Snow Emergency.

- K. Unit members are required to be present 10 minutes prior to the students' arrival time on all instructional days. Student arrival time is defined as the time when the students are officially permitted to go to their first period or homeroom classes. Teacher workdays and in-service days are exempted from this provision.
- L. Any unit member who is on sick leave with pay when schools are closed due to severe weather or other conditions shall receive the same pay as the unit member would have received if school had been in session on such days. No deduction from days of accumulated sick leave shall be made for such days.
- M. Should the State Board of Education or law change to require either a longer day or school year, the day or year shall be adjusted accordingly and the parties shall meet immediately to negotiate compensation for such change.
- N. A Committee consisting of two individuals appointed by the Superintendent and two individuals appointed by the Association Co-Presidents will meet near the end of each school year to plan the curriculum development for the in-service days for the following school year. The Committee may meet more often if necessary.
- O. School Calendar - The Association shall be furnished a proposed school calendar at least four (4) weeks in advance of the adoption of the calendar by the Board. At least two (2) weeks in advance of adoption of the calendar, representatives of the association shall meet with the Superintendent to discuss Association recommendations for the calendar. The school calendar shall contain the daily starting and ending times for each building. The Board shall retain final authority with respect to the school calendar.
- P. Professional development will be scheduled pursuant to Section A, above. The planning for the use of this time shall be developed by the administration in consultation with ACEA representatives appointed by the co-presidents. ACEA members shall be eligible for professional development credit for their development, attendance, and active participation in this process. Some of this time will be used for the analysis and the input of data from student assessments according to testing deadlines.
- Q. The District shall recognize unit members' participation in non-contract day professional development and will not require those unit members to attend redundant professional development offerings during the school year.
- R. Team meetings can be held up to one time per week for a maximum of 30 minutes. Meeting times will begin no sooner than 3:00 p.m. (6-12) or 4:00 p.m. (K-5) or if by team's choice, during their common planning time (or another time as agreed upon with the building principal).
- S. The district will allow one and one half (1-1/2) hours for lunch on in-service days. This is only for those days that the in-service is at school, lunch is not provided, or not available from the cafeteria.

ARTICLE 11
VACANCIES AND TRANSFERS

A. Vacancies

1. Any bargaining unit position that is to be filled, shall be posted internally within the district, for at least three (3) work days, prior to an external posting/announcement. Internal posting shall include an announcement of that position will be sent to all certified staff via email. The posting/announcement shall include the following:

Position(s) available;

Qualifications and requirements for the job as determined by the Superintendent;

Deadline for applications;

Effective starting date;

Any additional pertinent information.

2. Persons wishing to be considered for any such vacancies shall notify the Superintendent in writing within five (5) working days from the date of the vacancy posting. The Board reserves the right to make the determination of the best-qualified individuals available for filling or not filling any position(s) in the District. However, no position shall be filled from outside the District if a qualified unit member has applied and is qualified for the position in accordance with this policy. Should a unit member be denied a position, the Superintendent shall provide reasons in writing upon the unit member's request.
3. Vacancies do not arise until after transfers and assignments (including B (1-3) below) have been made.

B. Voluntary Transfers

- a. All changes in teaching assignments will be made and unit members affected notified prior to August 1, of any school year, if at all possible.
- b. Unit members who desire a change in grade and/or subject assignment or who desire reassignment to another building may file a written statement of such desire with the Superintendent at any time during the school year, but not later than June 1. Such statement will include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which he/she desires to be reassigned.
- c. Transfers and assignments will be made on the basis of Section (B)2 above, without posting of individual job openings.

C. Involuntary Transfers

1. Occasionally, it may be necessary to involuntarily transfer or reassign unit members. In all cases of involuntary transfers or reassignment, the

Superintendent will make the final decision in keeping with ORC Section 3319.01 and the provisions of this Agreement.

2. An involuntary transfer will be made only after a meeting with the unit member and the Superintendent has taken place.
3. A unit member shall be given a choice of available positions when being involuntarily transferred, if possible.
4. In the case of an involuntary transfer necessitated solely by a demographic shift, the Superintendent will allow each unit member currently teaching in the area or grade level where the reassignment needs to occur to volunteer for a transfer. [Example: If a third-grade teacher needs to be moved to fourth grade due to a demographic shift, only the unit members currently teaching third grade in the affected building will be eligible to volunteer under this provision.]
5. Affected unit members will have up to three (3) workdays to volunteer. The most senior volunteer will be allowed to transfer. If no teacher in the affected area or grade level volunteers, the Superintendent will make the final decision as to who is transferred, pursuant to Section 1, above.

ARTICLE 12 INDIVIDUAL RIGHTS

- A. The Board recognizes the personal rights and freedoms granted unit members by the Constitution. The Board agrees to abide by all laws not in conflict with the negotiated terms of this Agreement that pertain to unit members.
- B. Unit members shall have the following rights:
 1. The right to join and participate in civic or professional organizations on one's personal, non-working time;
 2. The right to participate in political functions on one's personal nonworking time;
 3. The right to hold elected office, so long as the responsibilities and commitments of such office do not interfere with the unit member's contractual duties with the Board and/or impact upon his/her job performance, or is prohibited by law;
 4. The right to privacy and recognition that one's personal, non-working life is not a condition of employment, unless it interferes with the effective performance of contract duties.
- C. The Employer shall not take action against a unit member in the form of formal reprimand or discipline related to personal non-work-related activities unless the action of such unit member is determined to be in conflict with the effective performance of his/her contractual duties. Where possible, the Superintendent will discuss the nature of the problem with the unit member and his/her representative at least seven (7) days prior to any formal action. No disciplinary action will take place without good and just cause.

- D. Unit members' children who do not reside in the District will be allowed to attend the Amanda-Clearcreek schools and will be given first priority under the Board's open enrollment policy, pursuant to and subject to the provisions of the policy and related regulations currently contained in Board Policy JECBB and Regulations JECBB-R.

ARTICLE 13
SEQUENCE OF CONTRACTS

- A. The issuance of limited contracts shall be in the following manner:
 - 1. Upon initial employment, a one (1) year contract shall be issued.
 - 2. The second contract issued shall be a one (1) year contract.
 - 3. The third contract issued shall be a one (1) year contract.
 - 4. The fourth contract and thereafter shall be a three (3) year or a continuing contract as per ORC Section 3319.11.
- B. Contracts of less than three (3) years may be requested by the unit member. Based upon the unit member's job performance, the Board may interrupt the above sequence of contracts, but not more than twice; and only if the Board shows good and fair cause for performance reasons why the unit member's contract sequence should be interrupted.
- C. If a unit member who is going to be eligible for a three-year contract or a continuing contract in the following year misses at least forty-five (45) school days prior to March 10, the Employer has the option of not counting that year for purposes of the contract sequence system contained in this Article. This particular break in contract sequence can only occur once for each unit member.
- D. Three (3) year contracts will be reissued for three (3) years at the end of the contract period if the unit member meets all the necessary evaluation requirements and has the recommendation of the principal and the Superintendent and the approval of the Board.
- E. Continuing contracts shall be granted by the Board in keeping with ORC Section 3319.11.
- F. Unit members who are or expect to be eligible for continuing contract status will notify the principal on or before the first working day in February via the form found in Appendix I of this Agreement (Application for Continuing Contract Status). This notification shall in no way be deemed a qualification for a continuing contract.

ARTICLE14
REDUCTION IN FORCE

- A. If the Board determines that it is necessary to reduce the number of unit member positions such reductions shall be for one or more of the following reasons:
1. Decrease in student enrollment
 2. Administrative assignment of job-sharing members to full time positions, according to seniority.
 3. Return of members from leaves of absence
 4. Suspension of schools or territorial changes affecting the District shall be limited to attrition plus five (5) full time positions.
 5. Financial reasons.
- B. No specialist teacher shall be reduced with the intention of any properly licensed regular classroom teachers teaching any specialist subject (e.g. art, music, health etc.) to any students other than their own regular classroom students.
- C. Notice of Reduction in Force (RIF)
1. When the Superintendent intends to recommend suspension of contracts to achieve a reduction in force, he/she shall give notice of such intent to the Association Co-Presidents fifteen (15) calendar days prior to Board action. The Association Co-Presidents shall be supplied a copy of this list and each update upon request.
- D. Procedure for Reduction
1. If the Board effects a reduction in force, staff reduction shall be by suspension of teachers' contracts. Such contract suspension shall comply with Section 3319.17, Ohio Revised Code. For purpose of suspension of contracts, continuing contracts shall be given preference over evaluated Ineffective Teachers in all cases.
 2. The District will make an effort to reduce non-instructional positions and/or programs before reducing teaching positions. Prior to the implementation of a RIF, the Association will be provided the opportunity to meet with the Employer to discuss possible options.
 3. The district must attempt to avoid reductions in force by reducing the number of employees through attrition initially. Attrition will include terminations, resignations, non-renewal, retirement, or death.
 4. Every attempt will be made to use the transfer policy and procedures to reassign qualified incumbents from such positions to other positions in the District for which they are qualified and licensed in order to avoid reductions in force.

5. Member(s) holding temporary licenses in affected teaching fields shall be the first to have contract(s) suspended.
6. Should suspension of contracts be needed to achieve the necessary reduction in staff, limited contract teachers shall then be reduced utilizing the following order.
 - a. Certification/Licensure within the affected teaching field.
 - b. Comparable evaluations as defined below:
 1. Employees shall be rated as “ineffective”, “developing”, “skilled”, or “accomplished”.
 2. Teachers covered by OTES evaluations shall be comparable within each category as described below: (Category is defined as the following: Accomplished/Skilled – Category 1, Developing - Category 2, Ineffective - Category 3)
 - i. Employees evaluated as “ineffective” for two (2) of the three (3) evaluations shall be placed in Category 3.
 - ii. Employees evaluated as “developing” for two (2) of the three (3) evaluations shall be placed in Category 2.
 - iii. New teachers to the profession shall be in Category 2 until they have acquired 3 years of ratings.
 - iv. Employees evaluated as “skilled” or “accomplished” for two (2) of the three (3) evaluations shall be placed in Category 1.
 - v. Employees who received a different /unique evaluation rating in each of the three (3) evaluations in one year shall be placed in Category 2.
 - vi. With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories herein described.
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended. Teachers rated Ineffective will be suspended first among all teachers.
7. Any bargaining unit member whose contract is to be suspended as a result of the reduction in force and who meets evaluation requirements as defined above, shall have the right to displace any less senior member of the bargaining unit whose work he/she is certified or licensed to perform. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of notification of the layoff. A member displaced according to this section has the same displacement rights vis-a-vis any less senior member.

E. Seniority List

1. The Seniority List shall be provided electronically, in a sortable and searchable format, to each building principal and to the Co-Presidents of ACEA by October 30 of each school year. ACEA will return the list with needed changes by November 15 to the District Superintendent's Secretary. The list shall be made available by December 1 of each school year to all Members of the Association. The list shall be sent to all certificated staff members, electronically, in a sortable and searchable format.
2. When used in this section, seniority is defined as years of continuous employment with the school district, as determined by Board minutes. When seniority among two (2) or more affected teachers is equal, preference shall be given as follows:
 - a. Total years of continuous service with the school district.
 - b. Service date begins with the board meeting hire date.
 - c. Total years of teaching experience in Ohio.
 - d. Amount of training in subject area of field. Amount of training shall mean number of college credit hours beyond the Bachelor's Degree.
 - e. The Seniority list shall contain the name, hire date, certificate/license type and what they are currently teaching.
3. Member(s) using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall member(s) gain additional seniority for the time on leave, i.e., a leave of absence shall not break a member(s) continuous employment.
4. Seniority shall be lost when a teacher resigns or leaves the employment of the Board due to nonrenewal or termination of contract.

F. Recall Rights

Teachers whose contracts have been suspended in accordance with this Article because of reduction in force, (RIF), shall have rights to recall as follows:

1. All rights provided in this provision for teachers on recall status shall be limited to thirty-six (36) months. The thirty-six (36) month period shall begin the day following the last actual work date of the employee being laid off. However, a teacher suspended with an evaluation of "ineffective" shall not be placed on the RIF list and shall not be recalled.
2. A member whose contract is suspended in a Reduction of Force, (RIF) shall be placed on a Recall list.
 - a. The list shall include:
 - i. Member's years of continuous service in the District.
 - ii. Subject(s) and/or grade level certified/license to teach.
 - iii. Type of contract held at the time of suspension.

- iv. A member shall verify new area of eligibility by filing any new certification/licensure in the Superintendent's office.
3. The district will not hire a new teacher to fill a position for which a teacher on recall list is eligible to be recalled.
4. When a position becomes available, properly licensed employees whose contracts have been suspended will be recalled in the reverse order of their contract cancellation.
5. An employee will be notified of recall by certified letter. Copies of all recall letters shall be sent to the Association Co-Presidents via email stating that the certified letters have been sent. The recalled employee will have 14 calendar days from the time the certified letter was sent to accept the offered position. If the employee does not respond within 14 days, he/she will be deemed to have refused the position. The employee has the obligation to inform the District of his/her current address.
6. Employees recalled within three (3) years will not have their sequence of contracts interrupted.
7. An employee recalled within three (3) years will be placed on the Salary Schedule and given full credit for prior Amanda-Clearcreek and other full time public and state-chartered school teaching experience during the RIF period and placed on the next step had the teacher not been suspended.
8. If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

G. Health Insurance

Unit members on suspended contracts who meet the insurance carrier's terms of eligibility and underwriting requirements shall have the right to continue their insurance coverage at their own expense through the COBRA program.

H. RIF Class Size

Should the District be required to implement a reduction in force for financial reasons, unit members whose average class size for the year exceeds twenty-five to one (25-1) in the unit member classrooms (grades K-5) as a result of the RIF would be paid one hundred twenty-five dollars (\$125) per student above that yearly average, for the five (5) school years following the RIF. The annual average shall be determined by averaging the student enrollment on the last working day of each grading period.

For unit members teaching in secondary schools' classes (grades 6-12) whose average student enrollment for the year exceeds one hundred seventy (170) per teacher as a result of the RIF would be paid one hundred twenty-five dollars (\$125) per student above the yearly average, for the five (5) school years following the RIF. The annual average shall be determined by averaging the student enrollment on the last day of each grading period.

Current unit members receiving overages during the 19-20 school year are grandfathered in beyond the 5-year limit of receiving RIF pay.

ARTICLE 15
LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall be credited annually to each actively employed unit member at the rate of 1.25 days per month.
2. The total unused portion of sick leave allowance will be permitted to accumulate to a maximum of three hundred (300) days.
3. Emergencies for which sick leave may be used:
 - a. Personal illness or injury
 - b. Illness or injury to the immediate family*
 - c. Death/Funeral
 - d. Illness due to pregnancy
 - e. Doctor's appointments

*Immediate family shall be defined as husband, wife, children/stepchildren, parents, siblings/step siblings, grandparents and any others who are dependent upon the unit member for care.

4. Employees who are absent for at least three (3) consecutive sick leave days must produce a doctor's note upon return to work, unless that requirement is waived by the Employer for good cause shown.
5. A doctor's excuse is required for a sick day that precedes or follows any scheduled break and/or holiday.
6. Sick leave must be used in a minimum of one-half day increments.
7. Falsification of sick leave is grounds for disciplinary action up to and including termination of employment.

B. Bereavement Leave

Members of the bargaining unit shall be granted bereavement leave due to the death of an immediate family member; immediate family shall be defined as husband, wife, children/stepchildren, parents, siblings/step-siblings, grandparents and any others who are dependent upon the unit member for care.

Members shall be granted a maximum of three (3) bereavement leave days per occurrence, not to be pulled from the members sick leave. Additional paid sick days may be granted upon Superintendent approval.

C. Child Care Leave

A child care leave of absence without pay shall be granted upon request of the unit member for the purpose of child bearing and/or child rearing as follows:

1. With the exception of adoption, the request shall be in writing and submitted to the Superintendent at least two (2) months prior to the expected date of leave.
2. Under this Article, a unit member shall be entitled to a leave of absence not to exceed one (1) school year. A unit member who begins his/her leave of absence during the first semester shall be entitled to the remainder of that school year; a unit member who begins his/her leave of absence during the second semester shall be entitled to the remainder of that semester and, upon request, the following school year. Unit members must return from leave and work one (1) full school year before being eligible for any unpaid leave.
3. The unit member shall provide either a physician's statement certifying her pregnancy or a copy of the birth certificate of his/her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her required functions.
4. Sick leave shall not be used in lieu of an unpaid leave of absence for child rearing purposes.

D. Personal Leave

1. All full-time unit members will be entitled to three (3) paid days of personal leave per school year. The days shall be unrestricted as to the reason for use. Part-time, hourly unit, and short year members shall have their days prorated appropriately.
2. Personal leave will not be available during the first five (5) school days or the last ten (10) days of the year, unless approved by the Superintendent. Unit members may request that the Superintendent grant personal leave on days otherwise restricted by this Section for emergencies or attendance at events beyond the unit members' control.
3. Two (2) unit members from each building shall be eligible to be on personal leave at the same time, although the Superintendent can grant leave to an additional person in an emergency situation. Priority for personal leave goes to the individuals who turn in their request first.
4. Requests for personal leave shall be submitted to the building principal as far in advance as possible, but at least two work days or forty-eight (48) hours (whichever is greater) in advance of the day requested (leave requests for Mondays must be submitted by the previous Thursday). Requests submitted in accordance with the previous sentence that are not acted upon prior to the start of the leave will be considered to have been approved. If emergency circumstances make it impossible to submit the request in advance, the request

must be made by telephone and then confirmed by submission of a completed personal leave form.

5. One (1) day of unused personal leave may be carried over to the following year, with a maximum of four (4) days of personal leave being held at any one time. Unused personal days not carried over shall be converted to sick leave accumulation, or the member may be paid a per diem rate for unused days up to a maximum of three (3) days.
6. Personal leave must be used in a minimum of one-half day increments.
7. An Individualized Educational Program Conference (IEP) is not considered a Parent-Teacher Conference. Personal leave must be used in order to attend your child's IEP Conference.

D. Aggregate Number of Unit Members Absent at the Same Time

Up to two-unit members per building may utilize personal leave on the same day. An exception may be made if there are emergency circumstances or the Superintendent grants a waiver for good cause. Priority for being absent for purposes of this section goes to the unit member(s) who turn in their request first.

E. Court Leave

1. When it becomes necessary for a unit member to accept jury duty, or when a unit member is mandated for a court appearance, the unit member shall receive the difference between the compensation received for this activity (i.e., jury duty pay, witness fee, etc.) less expenses and his/her regular salary for the number of days involved.
2. Personal leave may be used for nonwork-related court appearances. If a member's personal leave is already exhausted, up to two (2) additional days of paid "court leave" may be used when a unit member is mandated for a court appearance. Documentation must be provided to justify use of court leave.

F. Military Duty

All unit members who are members of the Ohio National Guard, the Ohio Defense Corp., the Ohio Naval Militia or members of other reserve components of the Armed Forces of the United States shall be granted a leave of absence from their respective teaching assignments for such time as they are in military service, field training or active duty for a period of time not to exceed thirty (30) days in any one (1) calendar year. The rate of compensation shall be the difference between the unit member's regular compensation and the remuneration received by him/her for such military service.

G. Professional Leave

1. Professional Leave is defined as activities which are designed for the professional improvement of the teacher.
2. The attendance of the unit members at educational meetings, professional meetings, etc. shall be encouraged and administered as follows:

- a. All requests must be approved by the Superintendent.
- b. Considerations and Guidelines:
 - 1. Necessary Expense
 - 2. Resources of the District
 - 3. Benefit to the District
 - 4. Requests will be submitted electronically in advance, to the building principal using the applicable district software (e.g., FMX). The building principal will forward all requests to the Superintendent.
 - 5. One (1) or more observation days shall be allowed. This would give a unit member an opportunity to visit another school or educational setting if so deemed profitable by the Employer.
- c. The Superintendent may, if he/she deems necessary, establish a limit as to the number of unit members attending any one (1) meeting.
- d. Maximum Allowance to State and National Meetings:
 - 1. Transportation costs shall not exceed the IRS rate for driving, regardless of the method of transportation (i.e., plane, train, etc.).
 - 2. Meals- twenty-five dollars (\$25.00) per day.
 - 3. Hotel or Motel- Maximum of up to one hundred dollars (\$100.00) per day. Number of nights to be approved by the Board in advance.
 - 4. Registration fee.
- e. Requests for professional leave shall be submitted to the building principal as far in advance as possible, but at least two work days or forty-eight (48) hours (whichever is greater) in advance of the day requested (leave requests for Mondays must be submitted by the previous Thursday). Requests submitted in accordance with the previous sentence that are not acted upon prior to the start of the leave will be considered to have been approved. If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed by submission of a completed professional leave form.

H. Sabbatical Leave

- 1. The Board may permit unit members who have at least five (5) years of service in the District to take an unpaid leave of absence one (1) or two (2) semesters, for professional study or improvement.
- 2. The proposed program for leave must be approved in advance. Application, including an outline of the study program or the proposals for professional improvement, must be submitted by April 1 of the school year preceding the year for which leave is requested unless the Superintendent or designee waives this requirement. A statement of achievement must be submitted at the conclusion of the leave.
- 3. A teacher granted leave of absence under this provision shall not advance on the salary schedule for the time of leave, but previously established tenure and seniority rights shall be retained.

4. A teacher must have at least five (5) consecutive years of service between sabbatical leaves and no teacher will be granted sabbatical leave more than three (3) times.

I. Religious Observance

Absence with pay will be allowed when approved by the Superintendent for a maximum of three (3) religious holidays for a recognized and established religion during the school year where the precepts of that religion require absence from work.

J. Parent-Teacher Conference Leave

1. Unit members shall be granted release time for the purpose of attending his/her child's parent-teacher conference. Unit members shall schedule "out of District" parent-teacher conferences so as to minimize the amount of work time missed. Unit members attending parent-teacher conferences in the District will schedule those conferences, to the extent possible, in the first or last conference period that is available.
2. The unit member will notify the principal in advance of such conference and will be granted not more than two (2) hours per occasion for not more than two (2) times per year. Unit members are encouraged to schedule such conferences either at the beginning or end of the workday.
3. An Individualized Educational Program Conference (IEP) is not considered a Parent-Teacher Conference. Personal leave must be used in order to attend your child's IEP Conference.

K. Sick Leave Bank

1. Sick leave bank for catastrophic illness (See Appendix J) is hereby established. Each unit member may contribute (10 days) unused sick leave per school year to the bank. An eligible unit member can withdraw up to a maximum of (20 days) per school year. A list of teachers, with the number of days being donated to the Sick Leave Bank by each teacher, is to be submitted to the Treasurer's Office by August 30 each year, and cannot be changed or supplemented after October 31.
2. A committee shall be formed to administer the sick leave bank, such committee to consist of two (2) Employer representatives; two (2) unit members; and a neutral third-party as a tie-breaker agreed upon by both sides. A majority vote of the committee is necessary to approve any withdrawal from the bank.
3. Unit members eligible to withdraw sick leave from the bank are those who have a catastrophic illness (See Appendix J) in their immediate family, which shall be defined as husband, wife, children/stepchildren, parents, siblings/step siblings, and grandparents and any others who are dependent upon the unit member for care. All accumulated sick leave and personal leave not yet approved must be used prior to being eligible for withdrawal.

4. If applying for use of days from Sick Leave Bank, unit members must fill out the Sick Leave Bank Form, Appendix J, and submit it to the Treasurer's Office.
5. The applicant can have the opportunity to appear before the committee to explain their request.

L. Extended Absence Notification

When an employee knows that he/she is going to be off work for a week or more, he/she must inform their building principal/designee, verbally or in writing, of his/her anticipated return date. If that anticipated return date changes, he/she must inform the building principal/designee of that change as soon as possible.

M. The Board and the Association each retain and reserve all of their respective rights and obligations under the Family and Medical Leave Act of 1993.

ARTICLE 16

COMPENSATION FOR SUBSTITUTION DURING EMERGENCY SITUATIONS AND
LOSS OF PLANNED PREPARATION TIME AND/OR LUNCH PERIOD

- A. Unit members will receive twelve dollars (\$12.00) per thirty (30) minute period, and fifteen dollars (\$15.00) per 6th through 12th grade class period, for substitution and other administrative mandates. This will include any substitution for another unit member, or combining classes for another unit member, who notifies the building principal as outlined in the handbook or covering for special area unit members who are absent under the same provisions.
- B. The principal will attempt to consider the unit member's personal schedules in making such assignments. If there are no volunteers for substitution, the principal will assign an available teacher, using a seniority rotation system starting with the least senior available teacher.
- C. It is the principal's responsibility to find said substitutes.

ARTICLE 17

RETIREMENT INCENTIVE PAY

- A. If a unit member retires in the first year that he/she is eligible to retire pursuant to STRS regulations, he/she will receive forty (40) additional days of severance pay. The additional severance pay would be paid based on the unit member's per diem rate at the time of retirement.
- B. Only unit members in their first year of retirement eligibility will be eligible for this retirement incentive.

ARTICLE 18
SEVERANCE PAY

Any unit member who has no less than ten (10) years of service in the District who actually retires and is eligible for retirement benefits under STRS upon the date of separation from their employment may use their unused, accumulated sick leave for severance pay in the following manner and under the following guidelines:

- A. Calculation for the severance benefit shall be one-fourth of the unused accumulated sick leave up to 300 days, not to exceed 75 days.
- B. Severance pay shall be made on a per diem rate at the time of actual retirement (contractual salary excluding supplemental contracts divided by the total number of days on the school calendar.)
- C. Payment of severance pay shall be in a lump sum within sixty (60) days after receiving their last regular paycheck as long as the unit member has provided the Employer with notice and written substantiation that he/she has actually retired and is receiving retirement benefits from STRS. Such written substantiations must be made to the Board Treasurer within one hundred twenty (120) days after the unit member actually retires.
- D. Such payment shall be made only once to any unit member and shall extinguish all accumulated sick leave to the credit of such unit member.
- E. Unit members who are retiring must participate in an exit conference with the Treasurer, or must sign a waiver indicating their refusal to meet.

ARTICLE 19
STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

- A. The Board agrees to STRS "pick-up" utilizing the salary reduction method of contributions to the State Teachers Retirement System paid upon behalf of the unit members, at no cost to the Board, under the following terms and conditions:
 - 1. The amount to be "picked-up" on behalf of each unit member will be at the current STRS specified rate. The unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
 - 2. The pick-up percentage shall apply uniformly to all unit members.
 - 3. No unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer pick-up.
 - 4. Payment for all paid leaves, sick leave, personal leave, severance and supplemental, including unemployment and worker's compensation shall be based on the unit member's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a unit member's contract).

- B. Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article shall be declared null and void.

ARTICLE 20
TUITION CREDIT

- A. Unit members completing additional college training from June 1 to May 31 of any year, and returning to the District the following year, will receive reimbursement for college credit earned.
- B. Reimbursement for additional college credit is not to exceed fifteen (15) semester credit hours per person per year (June 1 to May 31). Total reimbursement for the unit members shall not exceed forty-five thousand (\$45,000).

In order to receive reimbursement, the following criteria must be met:

1. A passing grade in a pass-fail course, or a grade of "C" or better, must have been attained.
 2. Evidence of course work completion and the amount paid for the course by the unit member must be turned in by June 30th for coursework taken during that year (June 1 to May 31). (Evidence = transcript and/or grade slips and/or letter from Registrar, and paid fee receipt or proof of payment).
 3. Courses must either be approved by the LPDC, or if not required to be approved by the LPDC, by the Superintendent.
 4. Unit members must return to the district the following year unless they have been non-renewed or laid off.
- C. Reimbursement shall be paid once a year during August for coursework completed from June 1 to May 31, as long as proper evidence has been filed with the Treasurer's office by June 30. Coursework completed after May 31, shall be paid in August of the following year. The total amount of tuition reimbursement for the year shall be divided equally based on the total number of approved hours. No unit member shall receive more than the amount paid by the unit member for the course.
 - D. Calculation
 1. All hours shall be converted to semester hours for the purpose of reimbursement.
 2. Reimbursement shall be determined by the following process:
 - a. Determine the total number of eligible semester hours.

- b. Divide that number into the reimbursement cap to determine a semester hour cost.
- c. Match that semester hour cost with the amount actually paid per semester hour by each teacher.
- d. Teachers who actually paid less than the semester hour reimbursement amount will be reimbursed only for what they actually paid.
- e. Remaining dollars are divided by remaining hours to determine the semester hour reimbursement for all other participants.

E. A list of unit members who have been reimbursed and the amount of the reimbursement will be given to the Association Co-Presidents. An Association representative will sign to verify the accuracy of the list and the calculation prior to distribution of the funds.

ARTICLE 21
TRAVEL MILEAGE

A. The Board shall pay the IRS mileage rate per mile for Board approved professional meetings, and other Employer directed activities.

ARTICLE 22
TERMS AND CONDITIONS

A. Working Conditions

- 1. As District finances permit, the Employer will provide adequate materials and supplies for the classroom in keeping with the requirements of the curriculum.
- 2. The Employer will make all reasonable attempts to avoid assigning a unit member to a work area where the regular temperature is above 85 degrees F or below 65 degrees F. A telephone will be provided in the teachers lounges.
- 3. The Employer will maintain all machines and equipment in operating condition, considering time limitations of service contracts.
- 4. The Superintendent shall establish and enforce routine, procedures for handling spilled blood and body fluids in keeping with the recommendations of the U.S., State and Local Departments of Health, the CDC, etc.
- 5. Unit members using the building key/key card are responsible for turning off all lights and locking all doors when they leave. Unit members who do not adhere to these rules may have their key card access denied.

B. Class Size

1. The Association and the Employer understand the importance of reasonable class size in providing meaningful educational experiences for students. We further realize the importance of primary classes being lower in number than intermediate classes. This is necessitated by the nature of the learning experiences to be provided and the developmental characteristics of the younger child.
2. The Employer and the Association agree that provisions should be made in scheduling to consider the impact of special education students on the total operation of the classroom and such classes should be kept at lower limits.
3. The Employer will meet state guidelines for all special area classes.
4. The Employer agrees that class size should not be unreasonably large based upon the grade level, number of preparations and subject matter taught.
5. If the annual average class size of any regular K-5 academic classroom exceeds twenty-five (25) the teacher of such a class will receive compensation of one hundred twenty-five dollars (\$125.00) for each student above twenty-five (25). The annual average shall be determined by averaging the student enrollment on the last working day of each grading period.
6. For unit members teaching academic teachers in grades 6-12 academic classes, if any one teacher has an annual average exceeding one hundred and seventy (170) that teacher will receive compensation of one hundred twenty-five dollars (\$125.00) for each student over 170. The annual average shall be determined by averaging the student enrollment on the last day of each grading period.

C. Inclusion

1. Educational Placement Teams

- a. Unit members who are legally required to attend an Individualized Education Program (IEP) meeting or a meeting to discuss a change in educational program delivery due to Section 504 of the Vocational Rehabilitation Act (504) shall be provided the opportunity to participate in the development of the IEP or 504 and the opportunity to be present at such meetings. If the meetings occur outside of the regular teacher work day, the unit member is welcome to attend such meetings but will not be paid extra for such attendance.
- b. Unit members who provide direct services to a special need's student can request a meeting at any time to review the plan or the placement of the student.

2. Training Staff Development

The Employer shall provide the training and/or staff development programs it deems necessary for unit members whose duties are impacted by special education plans or special needs students.

3. Specialized Health Care Procedures
Unit members, other than qualified school nurses and/or trained personnel shall not be required to perform any medical procedure or toileting for special needs student, unless it is a part of that member's job duties.

D. Release Time

Release time during the regular student day will be given to unit members as follows:

1. Each special education teacher (learning disabilities, developmentally handicapped, multiple handicapped, speech and hearing, etc.) will be given one (1) full day released time per semester to prepare IEP student documents. That day will be scheduled by the Special Education Supervisor, provided appropriate substitute coverage can be arranged.
2. Kindergarten teachers will be given one (1) additional release day for parent conferences. These days will be scheduled by the building principal.

E. After School Duty

1. At the beginning of the school year, staff members will indicate to their building administrator(s) their desire to be considered for After School Detention and Study Table Duties as needed. The building administrators will then equitably assign the duty roster. For rate of pay, see Appendix A, Tutor Rate.

ARTICLE 23
CHRONIC COMMUNICABLE DISEASES

No unit member will be deprived of any rights, due process, or contractual privileges, inherent in state and federal law or this Agreement as a result of a chronic communicable disease. Enforcement of these rights may utilize any and all legal or contractual remedies.

ARTICLE 24
FACULTY PASSES

All unit members shall be given a pass that will admit the member and one guest free of charge to all extracurricular events sponsored by the District, including, but not limited to, all athletic events.

ARTICLE 25
PERSONNEL FILES

- A. There will be established and maintained one (1) official file on all unit members. The file shall be maintained by the Superintendent's office.
- B. Personnel files shall be open to inspection by the unit member and/or his/her authorized representative with reasonable notice and with an administrator or designee present.
- C. Unit members shall be notified of the placement of any material in the file which relates in any manner to the effectiveness of his/her performance and the unit member shall be given a copy of any material placed in his/her official file and delivery of said copy shall constitute notice.
- D. If and when a unit member and the Superintendent agree that there is adequate evidence that certain material in said unit member's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected. If the unit member and the Superintendent are unable to reach an agreement and the unit member still believes that the material contained in the file is irrelevant, inappropriate or false, such unit member shall have the right to attach a written statement to the disputed information and to request a determination by the President of the Board and the Association Co-Presidents.
- E. A unit member shall have the right to inspect his/her personnel file at any time as long as such request is during the normal working hours of the administrative offices. Unit members shall not inspect their files during teaching time unless authorized by their supervisor.
- F. In addition to the unit member's personnel file, only one anecdotal file may be maintained by the District. Said file shall be housed by the unit member's principal evaluator, although other evaluators may place anecdotal records in said file. Copies of any material in this file shall be given to the unit member and said file shall be subject to the provisions of paragraphs B, C, D and E herein.
- G. Unit members may include items in his/her respective official file pertaining to his/her performance or contributions to the field of education.
- H. In order for any person other than the aforementioned people to obtain access to a unit member's personnel file, that person must notify the Superintendent of the information they wish to see.
 - 1. The administrator will notify the unit member by telephone of the request for information at the time the request is made. If the unit member is unavailable by telephone, he/she will be informed by email.
 - 2. Said information will be released within a reasonable time after the request is made.

ARTICLE 26
INSURANCES

A. An insurance committee shall be created, which will meet at least quarterly or as needed. The committee will be comprised of: A maximum of five (5) persons appointed by the Superintendent and a maximum of five (5) ACEA members consisting of at least one representative from each grade cluster (Primary, Elementary, Middle School and High School) appointed by the Co-Presidents.

B. TERM LIFE

The Board shall provide each unit member with a term life insurance policy with a face value of twenty-five thousand dollars (\$25,000) and double indemnity. The Board shall pay one hundred percent (100%) of the premium.

C. All insurance plan documents and benefits are located on the Resource page of the Google All Staff. (<https://sites.google.com/amanda.k12.oh.us/allstaffresources/all-staff>)

D. GROUP MEDICAL

1. The Board shall provide hospitalization, medical and surgical coverage to each unit member, either single or family, at the unit member's discretion.
2. The Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. This rate shall be for full time employees. This rate shall be prorated based upon the number of hours worked for part time unit members. The unit member's share will be paid by payroll deduction.
3. The Board may change carriers with sixty (60) days' notice to the Association, but may not reduce the benefits and services provided in the current plan.
4. ACEA members were given an opportunity to remain with the current insurance plan or choose a New Base Plan or a Health Savings Account (HSA) Option. They had until November 30, 2017 to choose.
5. All new employees hired after July 1, 2020 will be offered the HSA medical plan.
6. Once any current employee opts for the New Base Plan or HSA Option, they cannot opt back to the current existing plan.
7. Once any employee opts for the HSA Plan, they cannot elect the New Base Plan.
8. Once any employee opts out of the Board's major medical plans, if they choose to return, they must enroll in the HSA plan
9. Open enrollment will be during the month of November each calendar year with the coverage to start January 1st of the next calendar year. In order to complete the annual open enrollment process, employees must attend the open enrollment meeting at a time and location specified by the Board.

10. If a current employee chooses the HSA Option with lower out of pocket (OOP), the following will take place:

2020-2021 The district will fund \$1,000/single plan and \$2,000/family plan for any current employee who opts into this insurance plan or is already participating in the plan.

Payment made 1st week in January 2021, with the exception of new hires, who will receive half-payment October 1 and half payment January 1.

2021-2022 The district will fund \$1,000/single plan and \$2,000/family plan for any current/new employee who opts into this insurance plan or is already participating in the plan.

Payment made 1st week in January 2022, with the exception of new hires, who will receive half-payment October 1 and half payment January 1.

2022-2023 The district will fund \$1,000/single plan and \$2,000/family plan for any current/new employee who opts into this insurance plan or is already participating in the plan.

Payment made 1st week in January 2023, with the exception of new hires, who will receive half-payment October 1 and half payment January 1.

E. GROUP DENTAL

1. The Board shall provide dental insurance with single or family coverage at the unit member's discretion for unit members.
2. The Board shall pay ninety-five percent (95%) of the premiums for this coverage. This rate shall be for full time employees. This rate shall be pro-rated based upon the number of hours worked for part-time unit members. The unit members share will be paid by payroll deduction.
3. The Board may change carriers with sixty (60) days' notice to the Association but may not reduce the benefits and services provided in the current plan.

F. GROUP VISION

1. The Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. The unit member's share will be paid by payroll deduction. This rate shall be for full time employees. This rate shall be pro-rated based upon the number of hours worked for part-time unit members.
2. The Board may change carriers with sixty (60) days' notice to the Association, but may not reduce the benefits and services provided in the current plan.

G. ENROLLMENT PERIOD

November is the open enrollment period for signing up for or changing insurance benefits. No changes may be made after November except in the case of "qualifying events" as defined by federal law. New employees hired after November 30 have thirty (30) days to sign up for insurance benefits.

H. SECTION 125 PLAN

The Board shall maintain a Section 125 Plan for the payment of insurance premiums with pre-tax dollars.

I. ORAL CONTRACEPTIVES

Oral contraceptives shall be covered by the insurance plan.

J. OPT-OUT INCENTIVE

1. The Board will pay an annual Opt-Out Incentive to unit members who opt-out of the Board's major medical health insurance plan during the open enrollment period of each year. The opt-out incentive shall be two thousand dollars (\$2,000)
2. The lump sum payment shall be made in the last pay in December of each calendar year.
3. For part-time unit members, the opt-out incentive will be one thousand dollars (\$1,000).
4. In order to be eligible to receive the opt-out incentive, the unit member must stay off the Board's major medical health insurance plan from January 1 through December 31 of that plan year. However, if the unit member experiences a qualifying event (including, but not limited to, the unit member's spouse losing his/her job, then, in such event, the unit member will be eligible to immediately resume his/her health insurance coverage through the Board.
5. During the 2020 plan year, current unit members who are not covered under the Board's major medical health insurance plan from January 1 of 2020 to December 31 of 2020 will receive a one-time only opt-out incentive of two thousand dollars (\$2,000). The incentive will be paid on the December 20, 2020 pay.

ARTICLE 27
CONTRARY TO LAW

- A. If any provision of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of an existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.
- B. The parties will meet to negotiate any necessary change in the Agreement relative to the

ARTICLE 28
LEGISLATIVE MANDATES

- A. In the event that the Employer implements changes during the term of the Agreement in the wages, hours, or other terms and conditions of employment for unit members on an issue that the Employer is required by law to bargain about, the Employer will give notice of such implementation to the Association. Within twenty (20) days the Association may submit a written demand to bargain the effects of the implementation on wages, hours, or other terms and conditions of employment for unit members. If such a demand is made the parties will engage in good faith bargaining for a period of not less than thirty (30) days. Bargaining may be conducted by teams as designated by the Board and the Association, respectively.
- B. If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period the parties will engage in mediation for a period of not less than thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator may be an agreed member of the FMCS or any other agreed upon individual. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the FMCS.
- C. If the parties have not reached agreement by the end of the mediation period, the Employer may, at its next regularly scheduled meeting more than ten (10) days after the conclusion of the mediation period, submit the unresolved issue or issues to arbitration. If the Employer determines to submit the matter to arbitration, an arbitrator will be selected and arbitration conducted in accordance with the grievance arbitration provisions of this Agreement. The decision of the arbitrator will be binding on the parties provided that the arbitrator shall have no authority to make any award contrary to law or regulations of the Ohio Department of Education or any other agency having lawful jurisdiction over the District.
- D. If the Employer does not refer the unresolved issue or issues to arbitration the Association may, within ten (10) days after the Board meeting, issue a strike notice as provided in ORC Chapter 4117.

ARTICLE 29
SUPPLEMENTAL CONTRACTS

- A. Supplemental contracts shall be awarded in accordance with ORC Section 3313.53.
- B. Coaches and advisors of activities may be given credit for years of paid coaching or paid advisory experience in the same sport or activity outside the District up to a maximum of ten (10) years credit.

- C. An amount equal to one (1) supplemental contract only will be paid to any two (2) or more activity advisors or coaches who share an assignment. Assignments may be shared only upon approval of the Board.
- D. When a new supplemental duty position develops, the Superintendent shall determine the salary placement after consultation with the principal, and Athletic Director for coaching positions. Following approval by the Board for any new supplemental duty position, the Association shall be immediately notified of the new position and its salary placement. In the event that the Association disagrees with the salary placement of the position(s), this will be subject to bargaining.
- E. The Board retains the right to determine when and if it will fill a supplemental position. The Board may award, at its discretion, more than one supplemental contract for a given position.
- F. No unit member shall have his/her regular teaching contract non-renewed because of a failure to accept a supplemental duty contract, nor have his/her regular teaching position changed or shifted in any way without his/her consent. Also, continued employment in a teaching position shall be unaffected by performance in a supplemental position, unless such performance demonstrates good cause for termination or non-renewal
- G. When a supplemental position that the Board intends to fill becomes available, it shall be posted and/or notification sent to all unit members. Any unit member who wishes to be considered for the supplemental position shall notify the building principal for academic positions, and the Athletic Director for athletic positions, within five (5) working days from the posting date. Unit members who apply will be interviewed.
- H. All supplemental contracts are automatically non-renewed each year without action or notification by the Board. All supplemental contracts will state the school year of the contract. All bargaining unit members holding a supplemental contract who wish to be considered as an applicant for the same supplemental for the following school year needs to express interest on the supplemental evaluation form at the time of the evaluation.
- I. All supplemental salaries will be calculated to the nearest dollar.
- J. No coach shall be responsible for the evaluation of any other coach. The head coaches will provide input on assistant coaches during his/her summary conference with the Athletic Director and/or appropriate principal.
- K. Seasonal supplemental contracts shall be paid in a lump sum at the end of the respective sports season or the end of the activity, and upon completion of the duties of the position, as approved by the Athletic Director or appropriate principal. Yearlong activities will be paid upon completion of the duties of the position.
- L. The position of high school instrumental music teacher and the supplemental position of high school band director must be held by the same unit member.

ARTICLE 30
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

1. The Amanda-Clearcreek Board of Education and the Amanda-Clearcreek Education Association have created, pursuant to SB 230, a local professional development committee (hereinafter LPDC). The LPDC shall approve all CEU programs, course work for all certified/licensed employees, as well as other activities that may provide CEU's and the LPDC shall establish the criteria for the above programs.

B. Composition and Selection

1. The LPDC shall be comprised of six (6) members as follows:
Four (4) teachers selected by ACEA, one teacher from each grade cluster. Two (2) administrative members selected by the Superintendent.

C. Recall and Replacement

1. ACEA pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.
2. The Superintendent shall determine the recall or replacement of administrative members.

D. Terms of Office

1. The term of office for members serving on the LPDC shall be three years with each term commencing on July 1 of the year the term is to begin.

E. Structure

1. The committee shall have a chairperson and secretary.
2. The chairperson and secretary shall be determined by majority vote of the committee members.
3. The positions are elected annually, at the first meeting of the new school year.

F. Decision Making

1. A quorum must be present to make any decisions.
2. All decisions are made by majority vote.

ARTICLE 31
EMPLOYMENT OF RETIRED TEACHERS

- A. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a maximum of ten (10) Years' service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule). The PRT will be placed on the appropriate education column of the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.
- B. All PRTs will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal. No performance evaluations shall be required.
- C. PRTs may be re-employed from year to year, with Board approval, but shall not become eligible for continuing contract status. No performance evaluations shall be required.
- D. For purposes of Reduction in Force, PRTs will not accrue seniority.
- E. PRTs shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.
- F. PRTs shall be eligible to participate in the District's medical or dental insurance program under the HSA single plan only. The board shall pay 80% of the single premium per month, and the unit member shall pay 20% of the single premium per month. The PRT's share will be paid by payroll deductions. PRT's are not eligible for family coverage.
- G. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- H. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
- I. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC §3319.11, §3319.13/14, §3319.111, §3319.17, and §124.39(B).

ARTICLE 32
MASTER TEACHER

Nothing in the Master Teacher committee process shall have an adverse impact on any educator's performance evaluation and under no circumstances is the involvement in the activities of Master Teacher recognition to be used for employment decisions by the Board.

ARTICLE 33
STUDENT TEACHER

If the college pays a monetary amount, the participating teachers will be given the specified amount for supplies based on the rate of pay the college providing the trainee gives to the Board.

If the college provides voucher(s), the Board will first offer the voucher(s) to the participating teacher. If the teacher declines, then the list of voucher(s) will be given to the Co-Presidents of ACEA. A list of staff members interested in receiving the voucher(s) will be created and maintained by the Association. The Co-Presidents of ACEA shall report recipients of the voucher(s) to the District Treasurer.

At the end of each semester, the District will provide ACEA with the names of all teachers who have hosted a college assigned observer, participant, or student teacher; the name of the college providing the trainee; and the rate established by the college; or the voucher information.

ARTICLE 34 LOST STEPS

Upon ratification of the 2017-2020 negotiated contract between the Amanda-Clearcreek Board of Education and the Amanda-Clearcreek Education Association, the Amanda-Clearcreek Education Association agrees to not negotiate any lost steps prior to July 1st, 2017 in any future negotiations.

ARTICLE 35 LONGEVITY BENEFIT

(language updated 10-26-2020)

A. Longevity Benefit

Beginning with the 2017-2018 school year, upon the completion of the employee's tenth (10th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of one thousand dollars (\$1,000.00). Appendix L must be completed, dated and turned in the Treasurer's office by the end of the last business day of May, the year the check is to be distributed. This will be paid on the second pay of June in the year it was completed.

Beginning with the 2017-2018 school year, upon the completion of the employee's twentieth (20th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of two thousand dollars (\$2,000.00). Appendix L must be completed, dated and turned in the Treasurer's office by the end of the last business day of May, the year the check is to be distributed. This will be paid on the second pay of June in the year it was completed.

Beginning with the 2017-2018 school year, upon the completion of the employee's thirtieth (30th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of three thousand dollars (\$3,000.00). Appendix L must be completed, dated and turned in the Treasurer's office by the end of the last business day of May, the year the check is to be distributed. This will be paid on the second pay of June in the year it was completed.

*The Longevity Benefit is not retroactive.

B. RESA Benefit

Beginning with the 2017-2018 school year, RESA teachers who have completed the entire RESA training in Amanda-Clearcreek Local School District and then complete one additional year of teaching in the Amanda-Clearcreek Local School District will receive five hundred dollars (\$500.00). This will be paid on the second pay of June in the year it was completed.

*The RESA Benefit is not retroactive.

ARTICLE 36
DURATION

- A. This Agreement between the Board and the Association shall be effective July 1, 2020 and remain in full force and effect until June 30, 2023, 11:59 PM. The parties agree to reopen negotiations in the 2021 -2022 and 2022 -2023 contract years, for a period not to exceed forty-five (45) calendar days on the issues of salary and benefits only pursuant to Article ~~52~~ Negotiations Procedure of this Agreement. The right to reopen may be exercised by either party by written notice to the other not later than 45 days prior to June 30, 2021.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.
- C. Except, as otherwise specifically provided in the written provisions of this Agreement, the Board has the exclusive right to make necessary decisions relevant to the conduct and management of the schools as prescribed and restricted by law. All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties to this Agreement.

<p>FOR THE AMANDA CLEARCREEK EDUCATION ASSOCIATION:</p> <p><u>Kori Meyer</u> 7-21-2020 Kori Meyer, Co-President Date</p> <p><u>Wendy LaRue</u> 7-21-2020 Wendy LaRue, Co-Pres. Date</p> <p><u>Anne C Barnett</u> 7/21/2020 ACEA Representative Date</p>	<p>FOR THE AMANDA CLEARCREEK BOARD OF EDUCATION:</p> <p><u>[Signature]</u> 6-29-20 President Date</p> <p><u>[Signature]</u> 6/29/2020 Treasurer Date</p> <p><u>[Signature]</u> 6/29/20 Superintendent Date</p>
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CURRENT SALARY INDEX

Years	Bachelor	150 Hours	Masters	Master + 30	
0	1	1.04	1.1	1.15	
1	1.04	1.085	1.15	1.2	
2	1.08	1.13	1.2	1.25	
3	1.12	1.175	1.25	1.3	
4	1.16	1.22	1.3	1.35	
5	1.2	1.265	1.35	1.4	
6	1.24	1.31	1.4	1.45	
7	1.28	1.355	1.45	1.5	
8	1.32	1.4	1.5	1.55	
9	1.36	1.445	1.55	1.6	
10	1.4	1.49	1.6	1.65	
11	1.44	1.535	1.65	1.7	
12	1.48	1.58	1.7	1.75	
13	1.52	1.625	1.75	1.8	
14	1.54	1.6475	1.775	1.825	
15	1.56	1.67	1.8	1.85	
16	1.565	1.675	1.805	1.855	
17	1.57	1.68	1.81	1.86	
18	1.57	1.69	1.815	1.9	
19	1.58	1.7	1.815	1.905	
20	1.6	1.71	1.85	1.91	
21	1.62	1.72	1.855	1.915	
22	1.68	1.73	1.86	1.92	
23	1.69	1.74	1.865	1.93	
24	1.7	1.75	1.8675	1.94	
25	1.71	1.76	1.905	1.96	
26	1.72	1.77	1.9075	1.97	
27	1.73	1.78	1.91	1.99	
28	1.74	1.79	1.915	2	
29	1.75	1.8	1.9175	2.05	
30	1.76	1.81	1.919	2.05	
32	1.78	1.83	1.925	2.065	added 2017/2018
34	1.8	1.85	1.9305	2.08	added 2018/2019

2020-2021

Base Salary	<u>\$38,709</u>			3.00%
Years	Bachelor	150 Hours	Masters	Master + 30
0	\$38,709	\$40,257	\$42,580	\$44,515
1	\$40,257	\$41,999	\$44,515	\$46,451
2	\$41,806	\$43,741	\$46,451	\$48,386
3	\$43,354	\$45,483	\$48,386	\$50,322
4	\$44,902	\$47,225	\$50,322	\$52,257
5	\$46,451	\$48,967	\$52,257	\$54,193
6	\$47,999	\$50,709	\$54,193	\$56,128
7	\$49,548	\$52,451	\$56,128	\$58,064
8	\$51,096	\$54,193	\$58,064	\$59,999
9	\$52,644	\$55,935	\$59,999	\$61,934
10	\$54,193	\$57,676	\$61,934	\$63,870
11	\$55,741	\$59,418	\$63,870	\$65,805
12	\$57,289	\$61,160	\$65,805	\$67,741
13	\$58,838	\$62,902	\$67,741	\$69,676
14	\$59,612	\$63,773	\$68,708	\$70,644
15	\$60,386	\$64,644	\$69,676	\$71,612
16	\$60,580	\$64,838	\$69,870	\$71,805
17	\$60,773	\$65,031	\$70,063	\$71,999
18	\$60,773	\$65,418	\$70,257	\$73,547
19	\$61,160	\$65,805	\$70,257	\$73,741
20	\$61,934	\$66,192	\$71,612	\$73,934
21	\$62,709	\$66,579	\$71,805	\$74,128
22	\$65,031	\$66,967	\$71,999	\$74,321
23	\$65,418	\$67,354	\$72,192	\$74,708
24	\$65,805	\$67,741	\$72,289	\$75,095
25	\$66,192	\$68,128	\$73,741	\$75,870
26	\$66,579	\$68,515	\$73,837	\$76,257
27	\$66,967	\$68,902	\$73,934	\$77,031
28	\$67,354	\$69,289	\$74,128	\$77,418
29	\$67,741	\$69,676	\$74,225	\$79,353
30	\$68,128	\$70,063	\$74,283	\$79,353
32	\$68,902	\$70,837	\$74,515	\$79,934
34	\$69,676	\$71,612	\$74,728	\$80,515

150 Hours is defined as earning a total of 150 Semester Hours at any time. This can be undergraduate hours, graduate hours or any combination of both.

Request for Salary Placement Change

I, _____, am requesting a change in Salary Placement for the _____ school year. The change being requested is indicated below. Please find the attached official transcript(s) _____ (quantity) indicating credits completed towards the change in status.

Change Qualifications: Please select and check the appropriate category in each section

Check One	Current Salary Placement		Check One	Requested Salary Placement
	Bachelor Degree			Bachelor +150 hours* (+150 semester hours earned)
	Bachelor +150 hours (+150 semester hours earned)			Master's Degree (Master's Degree Conferred and Confirmed)
	Master's Degree (Master's Degree Conferred and Confirmed)			Master's+30 (30 semester hours earned AFTER Master's Degree Confirmation and Conferred)

**Contract:
Article 1, Section E**

**150 Hours is defined as earning a total of 150 Semester Hours at any time. This can be undergraduate hours, graduate hours or any combination of both.*

A bargaining unit member may move to another column on the salary schedule when qualified upon submitting official transcripts of completed coursework/degree (degree confirmed and conferred) and written notice to the Treasurer no later than September 5 or January 5. A bargaining unit member who qualifies for a move on the salary schedule shall submit to the Treasurer a completed Request for Salary Placement Change form and official transcripts confirming and conferring the completed coursework/degree. Members who submit the form and official transcripts on or before 4:30 PM on September 5 will receive the new salary the entire contract year. Members submitting transcripts on or before 4:30 PM on January 5 will receive the new salary only for the remainder of the contract year starting January 1.

I have read the qualifications for the Salary Placement Change requested and certify that I have accomplished the change I am requesting.

Applicant's Signature

Date Submitted to District Office

TUTOR RATE

Summer School, Home Tutoring, After School Detention, Study Table, After School Tutoring and Saturday School (but NOT the Federal Student Intervention Grant) will be paid at the rate of \$20 per hour.

APPENDIX B

Supplemental Salary Schedule Index – 2020-2023

Years	1	2	3	4	5	6
0	0.085	0.065	0.05	0.035	0.025	0.014
1-2	0.1	0.076	0.055	0.038	0.027	0.016
3-4	0.115	0.087	0.06	0.041	0.029	0.018
5-6	0.13	0.098	0.065	0.044	0.031	0.02
7-8	0.145	0.109	0.07	0.047	0.033	0.022
9-10	0.16	0.12	0.075	0.05	0.035	0.024
11-15	0.175	0.131	0.08	0.053	0.038	0.026

2020-2021 Supplemental Salary Schedule

Base Salary \$38,709 step only % Raise 3.00%

Years	1	2	3	4	5	6
0	\$3,290	\$2,516	\$1,935	\$1,355	\$968	\$542
1-2	\$3,871	\$2,942	\$2,129	\$1,471	\$1,045	\$619
3-4	\$4,452	\$3,368	\$2,323	\$1,587	\$1,123	\$697
5-6	\$5,032	\$3,794	\$2,516	\$1,703	\$1,200	\$774
7-8	\$5,613	\$4,219	\$2,710	\$1,819	\$1,277	\$852
9-10	\$6,194	\$4,645	\$2,903	\$1,935	\$1,355	\$929
11-15	\$6,774	\$5,071	\$3,097	\$2,052	\$1,471	\$1,006

SUPPLEMENTAL SALARY GROUPINGS

GROUP 1

Head Boys Football
Head Boys Basketball
Head Girls Basketball
High School Band Director

GROUP 2

Head Boys Baseball
Head Wrestling Coach
Head Girls Track
Head Girls Softball
Head Boys Track
Head Volleyball Coach
Head Cross Country Coach
Assistant Boys Football x4
Assistant Band Director
Reserve Boys Basketball
Reserve Girls Basketball
Freshman Boys Basketball
Freshman Girls Basketball
Assistant Girls Varsity Basketball
Assistant Boys Varsity Basketball
Head Boys Soccer Coach
Head Girls Soccer Coach
Varsity Cheerleader Advisor
High School Yearbook Advisor – stand alone*

GROUP 3

Reserve Volleyball Coach
Head Golf Coach
Reserve Baseball
Middle School Wrestling
Middle School Volleyball
Middle School Football
Middle School Basketball (Girls & Boys)
Middle School Track (Girls & Boys)
Middle School Boys Baseball
Middle School Girls Softball
Reserve Girls Softball
Assistant Middle School Football
Freshman Volleyball
Reserve Wrestling
LPDC Secretary
Reserve Girls Soccer
Reserve Boys Soccer
Middle School Cross County

GROUP 4

Seasonal Game Managers (2 for Fall,
2 for Winter, 2 for Spring)
Auxiliary Band Advisor
Prom Advisor
Middle School Cheerleader Advisor
Reserve Cheerleader Advisor
Freshman Cheerleader Advisor
LPDC Committee
Music Director for High School Class Play (every other year)
Head Class Play Advisor
High School Yearbook Advisor as part of a class*

GROUP 5

Honor Society
Library Club
Foreign Language Club
Middle School Yearbook
Science Club
Varsity Club
High School Student Council Advisor
Future Secretaries of America
Art Club
Academic Challenge Advisor (2)
Middle School Student Council Advisor
Newspaper Advisor
Elementary Yearbook Advisor
Asst. Yearbook Advisor
Team Leaders (K-5; each grade level)
Department Heads (6th – 12th Math, Language Arts, Fine Arts, Science, Social Studies,
Vocational)
Asst. Class Play Advisor/Drama Club
Head Choreographer for High School
Class Play (every other year)
Social Studies Advisor
Team Leader – K-5 Special Education
Department Head – 6-12 Special Education

GROUP 6

9th Class Advisor – 1 per grade level
10th Class Advisor – 1 per grade level
11th Class Advisor – 1 per grade level
12th Class Advisor – 1 per grade level
Middle School Honor Society Assistant
Summer & Winter Athletic Conditioning
High School Supplemental Band Advisor

*only one of these supplemental positions shall be hired in any given year

AMANDA CLEARCREEK LOCAL SCHOOLS
REQUEST TO INSPECT
PERSONNEL FILE INFORMATION

INSTRUCTIONS

1. All sections of this form must be completed.
2. When completed, this form should be submitted to the District Superintendent.
3. The Superintendent will fill the request five (5) workdays after receipt.
4. Any copies requested will be charged at the current District rate.

PERSON MAKING REQUEST

Name (printed)_____

Signature_____

Address_____

Telephone Number_____

Date_____

EMPLOYEE INFORMATION

Name_____

Position_____

INFORMATION REQUESTED

List the specific information requested utilizing proper identifying terminology.

Relate in detail the reasons for requesting the above information.

FOR OFFICIAL USE ONLY

Date received by Superintendent_____

Date Superintendent complied to request_____

Date notice sent to employee_____

Date request officially logged_____

GRIEVANCE FORM

Grievance # _____ - _____

NAME OF GRIEVANT _____

DATE FILED _____

A. Date cause of grievance occurred _____

B. Statement of Grievance _____

C. Specific Article(s) and Section(s) claimed to be violated: _____

D. Relief Sought: _____

DATE _____

SIGNATURE OF GRIEVANT _____

STEP ONE: INFORMAL

An informal conference was held to discuss the problem on the following date:

DATE _____

SIGNATURE OF BUILDING PRINCIPAL _____

DATE _____

SIGNATURE OF GRIEVANT _____

I hereby request an appeal to Step Two.

DATE _____

SIGNATURE OF GRIEVANT

STEP TWO: PRINCIPAL

RECEIVED BY

DATE

DISPOSITION OF PRINCIPAL

DATE _____

SIGNATURE OF GRIEVANT

I hereby request an appeal to Step Three.

DATE _____

SIGNATURE OF GRIEVANT

STEP THREE: SUPERINTENDENT

RECEIVED BY

DATE

DISPOSITION OF SUPERINTENDENT

SIGNATURE

DATE

We hereby request an appeal to Step Four.

DATE _____

SIGNATURE OF GRIEVANT

DATE _____

SIGNATURE FOR ASSOCIATION

STEP FOUR: FMCS MEDIATION

RECEIVED BY _____

DATE _____

We hereby request an appeal to Step Five.

DATE _____

SIGNATURE OF GRIEVANT _____

DATE _____

SIGNATURE FOR ASSOCIATION _____

STEP FIVE: BINDING ARBITRATION

RECEIVED BY _____

DATE _____

* Attach additional sheets if necessary

SUPPLEMENTAL EVALUATION FORMS
 HEAD VARSITY COACH EVALUATION FORM

Coach _____ Sport/Season _____

Date _____

Number of years coaching in this assignment: _____

Number of years coaching in school district: _____

	Satisfactory	Needs Improvement
I. Professional & Personal Relationships:		
Cooperates with the athletic director in regard to submitting participant lists, parent permission and physical slips, year-end reports, program information relative to your sport and develops rapport with the coaching staff, other teachers, coaches and administrators, including Middle School coaches in developing a coordinated program.	_____	_____
Is appropriately dressed at the practices and games.	_____	_____
Participates in in-service meetings and other activities to improve coaching performance.	_____	_____
Develops sound public relations. Cooperates with newspapers, radio, TV, Booster Club and interested spectators.	_____	_____
Understands and follows rules and regulations set forth by all governing agencies: OHSAA, Board of Education and Mid-State League.	_____	_____
Participates in parents' night, banquets, awards night, pep assemblies and letters to colleges regarding players.	_____	_____
Maintains suitable sideline conduct at games towards players, officials and other workers.	_____	_____
Promotes all sports in the athletic program attempting to foster school spirit.	_____	_____
II. Coaching Performance:		
Develops respect by example in appearance, manner, behavior, language and conduct during a contest.	_____	_____
Provides proper supervision and administration of locker and training room and on bus trips.	_____	_____
Is well versed and knowledgeable in matters pertaining to the sport and provides for individual as well as group instruction.	_____	_____
Has individual and team discipline and control. Is fair, understanding, tolerant, sympathetic and patient with team members.	_____	_____
Develops a well-organized practice schedule which utilizes his/her staff and team to its maximum potential.	_____	_____
Works with and develops integrity with other coaches.	_____	_____
Is innovative using new coaching techniques and ideas in addition to sound, already proven methods of coaching.	_____	_____
Shows an interest in athletes in off-season activities and classroom efforts.	_____	_____
Provides leadership and attitudes that produce positive efforts by participants.	_____	_____

Knows the medical aspects of the position including first aid injury policies, working with team doctor and/or family physician. Completes the required pupil validation and CPR in a timely manner and before the start of the season.	_____	_____
Delegates authority with responsibility while remaining accountable for such delegations.	_____	_____
Provides atmosphere of cooperation in being receptive to suggestions and giving credit to those responsible for success.	_____	_____
Uses all possible ethical means of motivation, emphasizes values of competitive athletics, acceptable personal behavior, decision making and lasting values to each individual.	_____	_____
Team performance consistent with quality of athletes available.	_____	_____
III. Related Coaching Responsibilities:		
Is concerned about the care of equipment, including issue, inventory and storage.	_____	_____
Is cooperative in preparation of non-league scheduling.	_____	_____
Is cooperative in sharing facilities.	_____	_____
Shows self-control and poise in areas related to coaching responsibilities.	_____	_____
Displays enthusiasm.	_____	_____
Keeps athletic director informed about unusual events, or problems.	_____	_____
Is cooperative in helping service clubs, recreation department and other organizations in their projects which in turn relate to our athletic program.	_____	_____
Maintains building security.	_____	_____
Operates sport within the budget as approved by the Athletic Board.	_____	_____
Uses only approved volunteer coaches.	_____	_____
Provides appropriate training for volunteer and assistant coaches.	_____	_____

STRENGTHS/WEAKNESSES/RECOMMENDATIONS:

The signature below certifies that the coach has reviewed this in conference with the athletic director and has received a copy of this form. The signature does not necessarily mean that agreement exists.

Athletic Director's Signature Date _____
Coach's Signature Date _____
Principal's Signature Date

Circle one: Successful: To be recommended for continued assignment
Needs Improvement: To be recommended for re-assignment, provided an understanding can be reached in areas where improvement is suggested.
Unsatisfactory: Not to be recommended for continued assignment

Please check here if you are interested in coaching in this position next year _____

Coach Signature _____ Date _____

COACH EVALUATION FORM
(FOR ALL COACHES OTHER THAN HEAD VARSITY COACH)

APPENDIX G

Date _____

Coach _____ Head Coach _____

Sport _____ Position _____

Number of years coaching in this assignment: _____ Number of years coaching in school district: _____

	Satisfactory	Needs Improvement
Demonstrates loyalty to school system.	_____	_____
Maintains equipment and properly stores.	_____	_____
Demonstrates knowledge of sport and first aid procedures.	_____	_____
Teaches appropriate skills for sport and good sportsmanship.	_____	_____
Has individual and team discipline and control.	_____	_____
Creates rapport between coach and players, cooperates with the athletic director in regard to submitting participant lists, parent permission any physical slips, year-end reports and program information relative to your sport and inventory.	_____	_____
Provides proper supervision of players in locker room, on bus trips, and other areas.	_____	_____
Makes sure all players leave building before finishing duties for the day.	_____	_____
Maintains good working relationship with other coaches.	_____	_____
Works cooperatively with head coach, athletic director, administration and custodians.	_____	_____
Maintains building security.	_____	_____
Maintains up-to-date equipment and uniform inventory.	_____	_____
Maintains suitable sideline conduct at games towards players, officials and other workers.	_____	_____
Conducts pre-season meeting with parents.	_____	_____
Provides Athletic Director with copy of coaches written rules as soon as possible after making final decision on team roster.	_____	_____

STRENGTHS/WEAKNESSES/RECOMMENDATIONS:

The signature below certifies that the coach has reviewed this in conference with the athletic director and has received a copy of this form. This signature does not necessarily mean that agreement exists.

Athletic Director's Signature Date Coach's Signature Date Principal's Signature Date

Circle one: Successful: To be recommended for continued assignment
 Needs Improvement: To be recommended for re-assignment, provided an understanding can be reached in areas where improvement is suggested.
 Unsatisfactory: Not to be recommended for continued assignment

Please check here if you are interested in coaching in this position next year _____

Coach Signature _____

Date _____

**Supplemental Evaluation
For Clubs and Organizations**

Club/Organization _____ Advisor _____

Evaluator _____ School Year _____

Number of Years as Advisor _____

Scale:

N/O	Not Observed
1	Does not meet expectations
2	Meets expectations
3	Exceeds expectations

PROFESSIONAL AND PUBLIC RELATIONS:

1. _____ Works cooperatively with the principal in regards to expectations and goals of the organization.
2. _____ Demonstrates the ability to get along well with students, parents, community and staff.
3. _____ Illustrates professional behavior and conduct when in advisory positions, as well as other school functions.
4. _____ Promotes the overall club or organization positively to both school and community.
5. _____ Works well with other school related organizations.

ORGANIZATIONAL SKILLS:

6. _____ Coordinates activities and events throughout the school year.
7. _____ Follows prescribed procedures outlined in the Activity Advisors Manual.
8. _____ Has regular meeting times with group members.
9. _____ Actively involves students with decisions and responsibilities of the organization.

SUBJECT KNOWLEDGE:

10. _____ Demonstrates evidence of knowledge of supervising and leading said club/organization.
11. _____ Shows ability to lead students productively in this activity.

GENERAL EFFECTIVENESS:

12. _____ Has a vision developed for club/organization?
13. _____ Dresses appropriately for all related school functions.
14. _____ Effectively supervises students and has discipline control.
15. _____ Cares for and maintains school equipment when applicable.

Evaluator's Comments:

Advisor's Comments:

A conference was held on _____ at _____
to discuss this evaluation.

Evaluator

Advisor

Date

Date

Please check here if you are interested in advising in this position next year _____

Advisor Signature _____ Date _____

APPLICATION FOR CONTINUING CONTRACT STATUS

My current limited contract is expiring at the end of this school year. I have completed the educational and length of service requirement for continuing contract eligibility and I wish to apply for a continuing contract this year.

Name of Applicant _____

Date _____

Signature of Principal _____
(indicating the form was received)

Date _____

This form must be turned in to the building principal on or before the first work day in February of the year in which the teacher is applying for a continuing contract.

Amanda-Clearcreek School District
Catastrophic Leave Request Information and Physician Statement for Sick Leave Bank

Employee Statement

Name of Recipient: _____

Last Date Worked: _____

Leave accrued as of Last Date Worked: Sick Leave _____ hours

I certify that I have read and understand the definition of "catastrophic illness/injury: as stated below. I further certify my condition meets the definition of "catastrophic" illness/injury.

Signature of Recipient

Date

Physician's Statement

Diagnosis:

Method of Treatment:

Physician's Signature

Date

Amanda-Clearcreek Local Schools
Supplemental Contract Compensation

School Year _____ - _____

Employee Name: _____

Contracted for: _____

Date of Approval: _____

CERTIFICATION:

I certify that all duties and closing responsibilities related to the above supplemental contract have been completed for the indicated school year by the employee indicated above, and further request that the amount due for the above activity should be included as part of the employee's next regular pay.

_____ List of all students participating in activity showing payment of pay to play fee

_____ Evaluation of advisor completed and on file in superintendent's office

_____ Financial obligations met/resolved

Certified by:

Employee

Building Principal

Date

Please return to the treasurer's office for payment of services

Date rec'd – treasurer's office

LONGEVITY BENEFIT REQUEST FORM
(updated language on 10-26-2020)

I, _____, am requesting the payment of my longevity benefit per Article 35 Section A in the ACEA Union Agreement.

At the end of the _____ school year, I will have completed the longevity years marked below **(Only one (1) category below should be marked):**

_____ Completion of the employee's tenth (10th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of one thousand dollars (\$1,000.00). *The Longevity Benefit is not retroactive.

_____ Completion of the employee's twentieth (20th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of two thousand dollars (\$2,000.00). *The Longevity Benefit is not retroactive.

_____ Completion of the employee's thirtieth (30th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of three thousand dollars (\$3,000.00). *The Longevity Benefit is not retroactive.

This benefit will be paid on the second pay of June in the year it was completed. I have read the qualifications for the Longevity Benefit and certify that I have accomplished the years of teaching service requested. Article must be completed, dated and turned in the Treasurer's office by the end of the last business day of May, the year the check is to distributed.

Applicant's Signature

Date Submitted to District Office

Treasurer Signature

Date approved

Improvement Plan

Appendix M

Teacher Name: _____ Grade Level/ Subject: _____

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

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on <i>Ohio Standards for the Teaching Profession</i>	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

--

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies 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 will be one of the following.

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 the recommended action.

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: _____ Evaluator Name: _____

Self-Directed (Accomplished)
 Jointly Developed (Skilled)
 Evaluator Guided (Developing)

Choose the Domain(s) aligned to the goal(s).			
<input type="checkbox"/> Focus for Learning <input type="checkbox"/> Knowledge of Students <input type="checkbox"/> Lesson Delivery		<input type="checkbox"/> Classroom Environment <input type="checkbox"/> Assessment of Student Learning <input type="checkbox"/> Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on <i>Ohio Standards for the Teaching Profession</i>	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Teacher Performance Evaluation Rubric

Appendix O

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) <i>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</i>	Use of High-Quality Student Data Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components				Accomplished
		Ineffective	Developing	Skilled	
	<p>Connections to state standards and district priorities</p> <p>Element 2.3 Element 4.1 Element 4.7</p>	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	<p>The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.</p> <p>The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.</p>
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<p>KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</p> <p><i>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</i></p>	<p>Planning instruction for the whole child</p> <p>Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4</p>	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

Domains	Components	Ineffective	Developing	Skilled	Accomplished
<p>LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)</p> <p><i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review</i></p>	<p>Communication with students</p> <p>Element 2.2 Element 4.3 Element 4.6 Element 6.1</p>	<p>The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.</p>	<p>The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.</p>	<p>The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.</p>	<p>The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.</p>
		<p>The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.</p>	<p>The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.</p>	<p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.</p>	<p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p>
		<p>The teacher does not give students feedback.</p>	<p>Feedback to students is general, occasional or limited and may not always support student learning.</p>	<p>The teacher gives students substantive, specific and timely feedback to support their learning.</p>	<p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
LESSON DELIVERY <i>(continued)</i>	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about-student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) <i>Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys</i>	Classroom routines and procedures Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
		There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations,</i>	Use of assessments Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction,	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
<p><i>assessments, student portfolios, post-conference</i></p>		<p>modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p>	<p>though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p>	<p>The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.</p> <p>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.</p>	<p>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.</p>
	<p>Evidence</p>	<p>Click or tap here to enter text.</p>	<p>Click or tap here to enter text.</p>	<p>Click or tap here to enter text.</p>	<p>Click or tap here to enter text.</p>
	<p>Evidence of student learning</p> <p>Element 1.3</p>	<p>The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.</p>	<p>The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.</p>	<p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.</p>	<p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.</p>

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	Components				
		Ineffective	Developing	Skilled	Accomplished
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) <i>Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review</i>	Communication and collaboration with families Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components				
		Ineffective	Developing	Skilled	Accomplished
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Pre-Conference Planning

Ohio Teacher Evaluation System 2.0

Sample Pre-Conference Questions to Guide a Coaching Conversation

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

INSTRUCTIONAL PLANNING**FOCUS FOR LEARNING**

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT**LESSON DELIVERY**

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM**PROFESSIONAL RESPONSIBILITIES**

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?