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NEGOTIATED AGREEMENT

between the

NEW PHILADELPHIA EDUCATION ASSOCIATION

and

**NEW PHILADELPHIA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

August 1, 2020 - July 31, 2022

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ARTICLE 1 – RECOGNITION

1.01 Preamble

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

1.02 Recognition

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

ARTICLE 2 – PROFESSIONAL NEGOTIATIONS

2.01 Inaugurating Negotiations

- A. A written request for negotiations may be submitted by the bargaining unit members’ organization to the Superintendent, or by the Superintendent to the Association not earlier than one hundred and twenty (120) days prior to the expiration of the existing agreement.
 - 1. The parties shall bargain all matters pertaining to wages, hours, or other terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Agreement between parties.
 - 2. A list of persons who will participate in negotiations will be submitted.
- B. The Board and the Association agree to meet prior to March 1st to discuss the possibility of changing the format of negotiations.

2.02 Conducting Negotiations

A. Meetings

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

- 1. There will be a mutual exchange of packages at the first negotiations session. In the event that business is left unfinished at any meeting, another meeting must be scheduled within ten (10) calendar days unless a later date is mutually agreed to by the parties.
- 2. A consultant may be used by either party if deemed advisable.

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

2.03 Tentative Agreement

- A. When the participants reach a consensus, a Tentative Agreement Package will be prepared.
- B. The Association shall submit the Tentative Agreement Package to its membership within seven (7) calendar days for ratification.
- C. Upon receipt of written notice of ratification from the Association, Tentative Agreement Package shall be submitted within fourteen (14) calendar days to the Board for approval.

2.04 Impasse

- A. When the representatives of the Association and the Board Negotiator cannot reach agreement either the Board or the Association may request the services of a mediator from the Federal Mediation and Conciliation Services, Cleveland, Ohio.
- B. The above section represent the agreement between the parties to resolve disputes in negotiations under ORC §4117 (C) (1) (f). This agreement supersedes the procedures for dispute resolution in ORC §4117.14.
- C. The Association reserves its right to invoke the provisions of ORC §4117.14 (D) (2) should the dispute resolution procedure be unsuccessful.

ARTICLE 3 – BOARD OF EDUCATION RIGHTS

3.01 Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Section 4117 of the revised code impairs the right and responsibility of each public employer to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employers, standards of services, its overall budget utilization of technology, and organizational structure;

- B. Direct, supervise, evaluate or hire employees;
 - C. Maintain and improve the efficiency and effectiveness of governmental operations;
 - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - E. Suspend, discipline, demote, or discharge for just cause, or lay off transfer, assign, schedule, promote, or retain employees;
 - F. Determine the adequacy of the work force;
 - G. Determine the overall mission of the employer as a unit of government.
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the public employer as a governmental unit.
- 3.02 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as it affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 4 – ASSOCIATION RIGHTS

- 4.01 The Association shall have the sole and exclusive rights to:
- A. Insert materials in the bargaining unit members' mailboxes.
 - B. Make use of bulletin boards or display areas which are in the bargaining unit members' lounges for Association communications. The Administration will designate bulletin boards or display areas for Association communications in buildings that do not have bargaining unit members' lounges.
 - C. Be given reasonable time at each faculty meeting for announcements by building representatives.
 - D. Announcements may be read over the school P.A.
 - E. Use the inter-school mail service for NPEA communications.
 - F. Payroll dues deductions as provided for herein.

- G. Be provided the names and addresses of newly employed bargaining unit members following Board approval of their contract.
- H. Hold general membership meetings, committee meeting and building membership meetings on school property at reasonable times and so long as there is no cost to the Board.
- I. Visibly display a standard emblem on bulletin boards in lounges or association members' mailboxes at the member's option.
- J. Board agendas, and any additions or corrections to the Board agendas, will be provided to the Association President when the entire Board receives the agendas or updates or corrections. A draft of the Board agenda with bullet points of items that need to be clarified or finalized will be sent to the entire Board and the Association at least two (2) work days prior to the regularly scheduled Board meeting. When the items are clarified or finalized, the Association will receive the items at the same time they are sent to the entire Board.
- K. For special or emergency meetings, the Association will receive the agenda at the same time as the entire Board. The Association will be informed of any special board meetings when the Board finalizes the date for such meetings.
- L. Hold a one (1) hour meeting of the Association during the teacher work day, the first opening day/professional development day of the school year.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 General Provisions

- A. A “grievance” is a claim by a bargaining unit member(s) based upon an event which affects a condition of employment of a bargaining unit member or group of bargaining unit members involving an alleged violation, misinterpretation, or misapplication of any provisions of this Agreement.
- B. An “aggrieved” person is a bargaining unit member(s) or the Association having a grievance.
- C. “Days” shall be defined as work days, with work days defined as follows: (1) During the teacher school year, work days are days when bargaining unit members are in sessions; and (2) Outside of the bargaining unit member school year, work days are days when the Board office is open.
- D. The purpose of the grievance procedure is to secure a proper solution to grievances at the lowest possible level.
- E. Grievances should be processed rapidly.

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

5.02 Stage 1 – Informal Procedure

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

5.03 Stage 2

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within seven (7) days after the written grievance is presented to him/her, the supervisor shall render a written decision and present it to the aggrieved, his/her representative and the Association President.

5.04 Stage 3

- A. If the grievant is not satisfied with the decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the aggrieved shall, within seven (7) days after receiving the written decision in Stage 2, file a written appeal of the decision at Stage 2 with the

Superintendent. Copies of the written decision at Stage 2 shall be submitted with the appeal.

- B. Within seven (7) days after receipt of the appeal of the aggrieved, the Superintendent or his/her representative, other than aggrieved supervisor, shall hold a hearing with the aggrieved.
- C. The Superintendent shall render a decision in writing to the aggrieved and to the Association President within seven (7) days after the conclusion of the hearing.

5.05 Stage 4 – Mediation

If the decision by the Superintendent does not resolve the grievance, the grievance may be appealed to FMCS mediation. Both parties must mutually agree to the mediation in Stage 4. If the parties do not mutually agree to mediation, the grievance shall move to arbitration. The Notice of Appeal to mediation shall be submitted to the Superintendent within ten (10) working days from the receipt of the Superintendent's written response to the grievance. The parties will first attempt to agree on a FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations. Should the grievance not be resolved in mediation, the grievance may proceed to Arbitration Step.

5.06 Stage 5 – Arbitration

A grievance dispute which is not resolved at the level of the Superintendent (Stage 3) under the grievance procedure or the grievance dispute was not resolved at the level of Mediation (Stage 4) set forth above, may be submitted by the Association to binding arbitration. The Association shall inform the Superintendent of the demand for arbitration within ten (10) days of the receipt of the Stage 3 decision. The Association and the Board shall utilize the services of the American Arbitration Association to provide a list of arbitrators. The arbitrator shall be selected pursuant to American Arbitration Association rules. The costs incurred for the arbitrator shall be equally shared by the Board and the Association. The decision of the arbitrator shall be binding upon all parties. The arbitrator shall not have the power to add to, subtract from, or otherwise alter the terms and conditions of this Agreement.

ARTICLE 6 – CONTRACT YEAR, INSERVICE DAYS AND WORKING CONDITIONS

- 6.01 The number of contract work days in a school year for members of the bargaining unit shall be one hundred eighty-four (184) days or the hourly equivalent. The Labor Management Committee will develop district school calendar recommendation(s). Should more than one (1) district school calendar recommendation be developed, the calendar recommendations will be presented to the bargaining unit members for a vote. The Board of Education will consider the district school calendar recommended by the members of the bargaining unit;

however, the Board of Education will have the final approval of the district school calendar.

The number of days the school is closed as a result of calamity will be a maximum of five (5) days. The board may approve additional calamity days. Bargaining unit members are not required to report to work on a calamity day that is due to weather, building damage or lack of utilities where building is closed. In the event that the district must utilize a remote learning concept due to a contagious health reason or long term closure of a building, the Superintendent may have staff report to the school building(s), if it is deemed safe to work from the building. If it is not deemed safe to work from a school building, the teachers will be required to work remotely from home. Administration will provide to the Association President no later than July 1st, the necessary document(s) required by the Ohio Department of Education to utilize the concept of blizzard bags. Bargaining unit members will submit the maximum allowable blizzard bag days, if permitted by law; that will be utilized after five (5) calamity days have been expended. If the five (5) calamity days and the maximum allowable blizzard bags day have been utilized, remote learning will be utilized for all remaining calamity days.

Except as otherwise provided in this Agreement, the length of the work day shall not exceed seven (7) hours and thirty (30) minutes.

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

Sample: Time Schedule

Bargaining unit member reporting/meeting time - (8:20 a.m. - 9:00 a.m.)
Students not in the building.

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

Students Dismissal - 3:45 p.m.

Teacher Dismissal - 3:50 p.m.

- B. Members of the bargaining unit who are Speech Language Pathologists will have the ability to create a work schedule that meets the needs of servicing students and efficiently maintains the workload. The work schedule shall be submitted to the Superintendent or designee for approval or disapproval.
- C. For high school and middle school, the work day may begin no more than fifteen (15) minutes prior to the bell which starts the student day and continue no more than fifteen (15) minutes after the dismissal of students.

- D. Those bargaining unit members who are responsible for monitoring before and after school bus loading and unloading outside the work day shall be issued a supplemental contract for two (2) days' pay for the school year. The two (2) days' pay shall be based on the employee's per diem salary.
- E. Bargaining unit members will be required to attend two (2) school sponsored weekday evening activities. Unit members will be notified on the first workday of the two (2) evening activities they are required to attend by the building principal.

6.02 All full-time members of the bargaining unit shall receive a minimum of two hundred (200) minutes of planning and preparation time per week. Prep time will consist of a minimum of thirty (30) consecutive minutes daily for classroom teachers, specials/explo teachers, and Intervention Specialists. Prep time will consist of a minimum of twenty (20) consecutive minutes daily for school counselors, social workers, speech language pathologist, and nurses. Transition time will not constitute prep time minutes. Administration will not require bargaining unit members to utilize individual planning time for state and other district mandated practices. In the event that it is necessary to have a bargaining unit member attend an administrator-assigned meeting in lieu of planning time, said bargaining unit member shall be paid according to Article 20 Substitute Teachers.

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

6.03 All members of the bargaining unit shall receive at least thirty (30) minutes of uninterrupted, duty free lunch time during the work day.

6.04 There will be no more than nine (9) hours of staff meetings per year for each bargaining unit member. Additionally, there will be no more than ninety (90) minutes of building staff meetings in any one (1) month and no more than two (2) building staff meetings in any one (1) calendar month. Agendas for building staff meetings will be provided at least one (1) work day in advance of the building staff meeting. Time will be designated/allotted in the agenda for building staff meetings to address building issues at these building staff meetings. Notice of the building staff meeting dates and times will be provided to bargaining unit members for his/her respective building by the first work day of September. In the case of a traveling bargaining unit member, s/he will attend the building staff meetings for the building that has been designated as his/her home base unless otherwise indicated by the Superintendent or his/her designee.

- 6.05 To increase the relevancy and flexibility of in-service days, a cooperative effort shall be made to obtain and implement the content and format of in-service days during the school year for members of the bargaining unit.
- 6.06 A Professional Development committee comprised of three (3) bargaining unit members appointed by the Association President, and three (3) administrators appointed by the Superintendent shall be responsible for developing, planning and promoting in-service programs which meet the specified needs of the bargaining unit members within the district. The committee shall meet no fewer than three (3) times per year. The professional development committee will mutually establish ground rules for the committee and review them annually.
- 6.07 Non-instructional duties (e.g. lunchroom, playground duty, etc.) that are to be performed during the workday will be enumerated and equitably distributed among unit members assigned to each building. Bargaining unit members shall be permitted to split and/or share their duties with the understanding that at no time will children be left unsupervised.
- 6.08 Within a building, if a class size inequity exists between two (2) or more teachers instructing the same subject, during the same class period, the teachers will be able to balance their class size by transferring students, upon building principal approval. If the building principal denies the class size balance request, s/he must provide in writing the reasons for the denial to the staff members making the request. If the class size balancing request is approved, teachers will submit class change form(s) to the guidance office to facilitate the class roster changes.
- 6.09 Within a building, if a total student load inequity exists between two (2) or more teachers within a department or grade level, the teachers will be able to balance their total student load by rearranging the distribution of subject matter within the teachers' schedules upon building principal approval. If the building principal denies the total student load balancing request, s/he must provide in writing the reasons for the denial to the staff members making the request.
- 6.10 Elementary teachers shall not be required to attend technology class with his/her students.
- 6.11 Bargaining unit members shall not be required to download any applications or software to their personal electronic devices.
- 6.12 If a bargaining unit member does not have one (1) PLC time dedicated per week to input objective tracking, s/he shall not be required to submit objective tracking for the week in which s/he did not have the PLC time.

ARTICLE 7 – LEAVES OF ABSENCE

7.01 Professional Improvement and Sabbatical Leave

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

7.02 Maternity, Child Care and Adoption Leave

The Board agrees to provide bargaining unit members with maternity and child care leave of absence as set forth below:

- A. A maternity leave due to illness or disability related to pregnancy, childbirth or recovery therefrom shall be approved for the balance of the school year in which the birth of a child is expected unless such leave is earlier terminated as hereinafter provided. A bargaining unit member who is utilizing this section shall be entitled to unpaid leave after utilizing his/her sick leave.
- B. Paid Adoption Leave will be granted in a block up to thirty (30) consecutive workdays if requested. The paid adoption leave will be deducted from the employee's sick leave. The bargaining unit member shall indicate to the treasurer's office the number of day(s) s/he will be utilizing under this provision.
- C. A bargaining unit member who is adopting an infant child (infant child is defined as five [5] years old or younger) shall be entitled to unpaid leave after utilizing the paid adoption leave provision.
- D. An unpaid child care or adoption leave shall be approved for one (1) additional school year upon request of the bargaining unit member to the Superintendent, made not later than April 1st preceding the year for which such leave is requested.
- E. When the bargaining unit member desires to terminate such unpaid leave, application for reinstatement may be made to the Superintendent by said bargaining unit member at any time during the school year. The bargaining unit member shall be considered for reinstatement during the school year for a vacancy occurring in a bargaining unit member's position for which s/he holds certification.

- F. Upon return from child care or adoption leave the bargaining unit member shall be entitled to reinstatement to the same contractual status which was held prior to the leave, and to a position for which the bargaining unit member holds valid certification.
- G. A bargaining unit member on child care leave or adoption leave may continue to participate in those insurance benefits which are provided to other bargaining unit members by advance monthly payment to the Treasurer's Office of the group rate.

7.03 Personal Leave

- A. Personal leave will be available to each employee limited only as follows:
 - 1. No more than ten percent (10%) of the Elementary certified staff and five percent (5%) of the High School and Middle School certified staff can be out of a given building on the same day using personal leave. (When an emergency situation arises on a given day, personal leave exemptions to the ten percent (10%) and five percent (5%) will be granted by the superintendent).
 - 2. Each regular employee shall be granted up to three (3) days of unrestricted personal leave per school year at the employee's regular compensation. Requests for personal leave shall be made to the Principal at least five (5) working days in advance of the anticipated absence on the form prescribed by the Board. In case of emergency, requests to the Principal shall be made as far in advance of the absence as is practicable in order that proper arrangements for handling the employee's duties can be made. If circumstances make the five (5) day advance request impossible, the employee shall notify the Principal as soon as is practicable, and approval by the Principal or the Principal's designee will, when appropriate, be granted after the fact.
- B. Personal leave days cannot be used:
 - 1. During the first two (2) or last two (2) student days of the school year.
 - 2. On Parent-Teacher Conference Days.
 - 3. On required in-service education days.
- C. Any unused personal days in a school year shall be rolled over to the next school year. No more than five (5) personal days shall be accumulated in any one (1) school year. Unused personal day(s) unable to be rolled over due to maximum accumulation shall be added to the sick leave accumulation up to the maximum number of days set forth in Article 7.04(B).

7.04 Sick Leave

- A. Each bargaining unit member shall earn sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month. Fifteen (15) days maximum per year. Sick leave can be taken in one-quarter ($\frac{1}{4}$), one-half ($\frac{1}{2}$), three-fourths ($\frac{3}{4}$), or full day increments.
- B. The ceiling on accumulated sick leave shall be two hundred sixty (260) days.
- C. Bargaining unit members new to the district may transfer accumulated sick leave from their last Ohio Public Agency in an amount not to exceed the total allowed by the New Philadelphia City School District.
- D. Should an employee have absences due to illness of more than his/her total accumulated sick leave, such employee will be granted an advancement of sick leave to a maximum of five (5) days, if requested, except that the number of days advanced shall not exceed the days of sick leave that can be accumulated before the end of the current school year.
- E. If the employee should resign, be placed on leave of absence, or become deceased before this advancement of sick leave has been earned back, such unearned sick leave shall be deducted from final adjusted pay.
- F. Bargaining unit members may use sick leave for absence due to personal illness, medical appointments, pregnancy, birth of a child, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate Family Defined:

Immediate family shall include: spouse, children, step-children, and any member of the family or household who has clearly stood in the same relationship with the bargaining unit member as the preceding three (3) members, step-parents, parents, in-laws, brother, sister, grandchildren, grandparents, aunts and uncles or a relative living in the household, or persons with whom the employee has a custodial or guardian relationship.
- G. Extended or chronic absences may require medical verification at the request of the superintendent. Extended absence is defined as five (5) consecutive days of absence. Chronic absence is defined as fifteen (15) days cumulative absences within a school year. In addition, when the Superintendent suspects abuse or falsification of sick leave, he/she may require medical verification of the need for sick leave. Verification is defined as a statement from the doctor as to the nature of the illness and duration of the absence.

7.05 Assault Leave

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

7.06 Association Leave

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

The Association President shall notify the District if the President is not the bargaining unit member using Association leave.

7.07 Sick Leave Bank

Beginning July 1, 2020, an open-enrollment period to participate in the Sick Leave Bank will occur annually. Open enrollment will occur in October. New enrollees to the Sick Leave Bank are required to make a one (1)-time donation of two (2) sick days to the bank. Any employee who is a member of the sick leave bank as of June 30, 2020 will remain a member of the bank and no further donations are required to remain a participant for the life of this contract. The maximum days the sick leave bank will hold shall be set at one thousand, three hundred fifty (1,350) days. However, employees new to the district will still be afforded the opportunity to become a member of the sick leave bank should the bank be at the maximum allotted days. Should the sick leave bank be at the maximum allotted days at the time when a bargaining unit member requests to participate in the sick leave bank, those days above the maximum will be maintained in a separate account. As the sick leave bank is depleted, these days would be used to replenish the sick leave bank. Should the sick leave bank drop below the maximum allowed number of days, a bargaining unit member who is a member of the bank may wish to make an additional contribution to the bank, a voluntary contribution of up to five (5) days each February.

- A. Members of the bargaining unit or Administration may withdraw from participation in the bank at any time, but the days they have donated are not refundable to them.
- B. Only members of the sick leave bank are eligible to receive sick leave bank benefits.

- C. Members of the sick leave bank are eligible to draw up to ninety-two (92) days per year from the bank if: (1) all of the individual's accumulated sick leave, unrestricted personal leave, and available sick leave advance, has been utilized; (2) the member has been absent for a minimum of twenty (20) consecutive work days; (3) the individual is a member of the sick leave bank. A member may return to work from the leave of absence and usage of the sick bank and still be eligible for the use of the sick leave bank if the sick leave is due to the same event that qualified the member for sick leave bank usage. If the member returns to work after qualifying and used the sick leave bank, the member is not required to be absent another twenty (20) consecutive work days to utilize remaining qualified sick leave bank days. FMLA rules and guidelines will be utilized to determine if the additional leave is from the same event and for the length of time a member may return to the sick leave bank without being required to be absent an additional twenty (20) consecutive work days.
- D. A sick leave bank committee shall be formed to oversee the bank. Two (2) representatives shall be designated by the Association President, of which the Association President may be one (1), and two (2) representatives shall be designated by the Superintendent, of which the Superintendent may be one. The committee shall have the authority to confirm the request for sick leave with the member's physician.
- E. The Board shall remit the regular salary to the sick leave bank member and shall assume all costs for the administration for the sick leave bank.
- F. The sick leave bank can be used for a maximum of ten (10) days for paternity or maternity leave.

7.08 Jury Duty

Members of the bargaining unit who serve jury duty shall be granted paid jury duty leave for the duration of time necessary to complete their obligations. Any payment received for jury duty shall be transmitted to the Board of Education to receive the paid leave day.

7.09 Court Leave

Members of the bargaining unit who are subpoenaed to serve as a witness in a court proceeding for a matter that is directly related to their employment with the Board or with another employee's employment with the Board shall be granted paid court leave for the duration of time necessary to complete their obligations. If a bargaining unit member is subpoenaed for a matter that is not directly related to his/her employment with the Board or with another employee's employment with the Board, s/he shall not be granted paid court leave. The bargaining unit member may be able to use other applicable leaves. The Association shall cooperate with

the Superintendent in the scheduling of such release time to minimize classroom absences.

7.10 Family Medical Leave

The Board agrees to abide by the provisions of the Family and Medical Leave Act (FMLA) of 1993, as amended and its Board Policy. The District shall utilize the FMLA forms issued by the U.S. Department of Labor Wage and Hour Division. The District shall place links to the U.S. Department of Labor Wage and Hour Division FMLA Fact Sheet and FMLA Notice and Certification information on its website under the District tab, District Forms subtab.

ARTICLE 8 – ASSIGNMENTS AND CONTRACTS

8.01 Contracts issued to teachers will contain the following information:

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

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

A. Sequence of Limited Contracts

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

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

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

- B. In the case of awarding the fourth (4th), fifth (5th) and beyond limited employment contracts, an employment contract may be less than the specified years in the instance(s) where the employee would be on an improvement plan, not awarded tenure, or a poorly performing teacher. In such case(s), bargaining unit members would be award an extended limited contract in accordance with the law.
 - C. All licensed employees will receive salary notification in accordance with the law
- 8.03 For non-probationary employees employed for more than three (3) years, non-renewal of a regular limited contract will comply with O.R.C. §3319.11 and §3319.111.
- 8.04 The termination of a bargaining unit member's contract will comply with O.R.C. §3319.16 and §3319.161.
- 8.05 Non-renewal of limited teaching contracts for probationary employees who have been employed for three (3) years or less.
- A. At least fifteen (15) calendar days prior to the Board action, limited contract bargaining unit members who have been employed for three (3) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such bargaining unit members shall have the right to meet with the Board in executive session with representation to present their case.
 - B. The non-renewal procedure for bargaining unit members who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. §3319.11 and O.R.C. §3319.111, and O.R.C. §3319.112 and such bargaining unit members shall have no right to challenge nonrenewal pursuant to O.R.C. §3319.11 or O.R.C. §3319.111 or O.R.C. §3319.112 or through the negotiated grievance procedure.
- 8.06 It is the express intention of the parties that this procedure supersede Ohio law with respect to any topic regarding teacher evaluation as set forth in Ohio Revised Code, including, but not limited to: O.R.C. §3319.11, O.R.C. §3319.111 and O.R.C. §3319.112, except in the case of the required three (3) formal observations and periodic walkthroughs as stated in 10.04.

ARTICLE 9 – VACANCIES AND TRANSFERS

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

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

9.02 During the summer months when school is not in session, job postings will be sent electronically via school email, and an “all call” will be made to staff notifying them of the posting.

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

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

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

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

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

9.04 Change in Assignment, Voluntary and Involuntary Transfers

A. Assignment/Change in Assignment

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

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

B. Voluntary Transfers – this language is applicable when a vacancy exists

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

C. Involuntary Transfers – this language is applicable when a vacancy exists

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

member(s) shall be given the reasons for the involuntary transfer, in writing, prior to the aforementioned meeting.

2. Such involuntary transfers shall be accomplished by moving the least senior bargaining unit member who is qualified for the position to be filled through involuntary transfer.
3. Any bargaining unit member receiving notice that s/he is to be involuntarily transferred after August 1st shall receive a five hundred dollar (\$500) stipend

9.05 Two bargaining unit members may also request to switch positions within their current building for a school year. Such request is to be submitted to the building principal.

9.06 In the event of catastrophic or extreme circumstances (i.e. health crisis, natural disaster), which requires the temporary closure of building(s) once the school year begins, where the work assignment of a bargaining unit member may require modifications, the administration shall meet with the affected bargaining unit member to discuss the potential modifications to the assignment. The affected bargaining unit member(s) shall have twenty-four (24) hours' notice of said meeting. The bargaining unit member shall have the right to consult with a representative of the NPEA prior to the implementation of the potential modifications to assignment. The right to consult must be exercised by the bargaining unit member within two (2) workdays. Regular check ins will occur to discuss the effectiveness of the temporary assignment modifications, changes in the temporary assignment, as well as the timelines for the temporary assignment.

If due to an involuntary transfer, a bargaining unit member believes professional development and/or mentor is necessary and it is approved by the Superintendent or designee, s/he will be granted the opportunity for such assistance. Professional development request(s) and mentor requests shall be funded by the district.

ARTICLE 10 – BARGAINING UNIT MEMBER EVALUATION

2021-2022 SCHOOL YEAR – OTES 2.0

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

Evaluation of certified/licensed counseling staff using the Ohio School Counselor Evaluation System (OSCES). The evaluation of school counselors shall be in accordance with this procedure, which aligns with the Standards for the Ohio

School Counselors. The definitions prescribed in the Ohio Revised Code 3319.113, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.

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

10.03 All teachers/school counselors shall be evaluated based on the components of the Full Evaluation Cycle as outlined in 10.08 unless the teacher qualifies for a Less-Frequent Evaluation Cycle set forth below.

The formal evaluation cycle for teachers shall consist of a professional growth/improvement plan, a pre-observation conference(s), a formal holistic observation (minimum of thirty [30] minutes), a post-conference(s), classroom walkthrough(s), a formal focused observation(s) (minimum of thirty [30] minutes), and a final summative conference.

The formal evaluation cycle for school counselors shall consist of a professional growth/improvement plan, a pre-observation conference(s), formal observation(s) (minimum of thirty [30] minutes), post-conference(s), and walkthrough(s)

The first observation will occur before the conclusion of the first semester.

10.04 Less Frequent Evaluation Cycles

Teachers/school counselors who are rated Accomplished on the most recent evaluation will be subject to a Full Evaluation Cycle once (1) every three (3) years unless s/he is up for renewal, provided the teacher/school counselor submits a self-directed Professional Growth Plan to the evaluator each year, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing an action steps, attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators

for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.

Teachers/school counselor who are rated Skilled on the most recent evaluation will be subject to a Full Evaluation Cycle once (1) every two (2) years unless s/he is up for renewal, provided the teacher/school counselor and the evaluator jointly develop a Professional Growth Plan for the teacher/school counselor, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing an action steps, attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.

The Less Frequent Evaluation Cycle consists of a professional growth plan, one (1) informal walkthrough, and one post-conference discussion of progress on the Professional Growth Plan.

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

- 10.05 Teachers/school counselors who are on a limited or extended limited contract and who are under consideration for non-renewal shall be evaluated based on at least three (3) formal observations of at least thirty (30) minutes each and periodic walk-throughs during the last year of their contract. The Superintendent may waive the third (3rd) observation, if the teacher/school counselor is not being considered for non-renewal.
- 10.06 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the twenty-one (21) days. (Calendar days exclude Winter and Spring breaks for this Article only).
- 10.07 All teacher/school counselor evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10. A final holistic rating of teacher/school counselor effectiveness forms (Appendices L/N) will be completed, signed by the evaluator and the teacher/school counselor. The teacher's/school counselor's signature should not be construed as evidence that the teacher/school counselor agrees with its contents.
- 10.08 Evidence provided by the teacher/school counselor and gathered by the evaluator during the pre-conference, formal observations, walk-throughs, post-conference, required school sponsored events, and other substantiated factors impacting the teacher's/school counselor's performance or professionalism will be used by the evaluator when applying the Performance

Rubric. All observation of teacher/school counselor work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher/school counselor. A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples. A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized tests, course completion, graduation rate, attendance, ACT/SAT, discipline reports, office referrals, counselor logs, teacher feedback surveys, backpack web, Ohio means jobs, acceptance rates, and exposure to post-secondary options/surveys.

- 10.09 The formal observation shall consist of a pre-observation conference, a formal holistic or formal focused observation, and a post-conference. Formal observations shall be conducted in collaboration with the credentialed evaluator and the teacher/school counselor. The pre- observation conference will occur within five (5) work days of the observation and the post-conference will occur within ten (10) work days following the observation, unless the teacher/school counselor or administrator is absent during that observation or evaluation timeframe, or unless other extenuating circumstances exist. The teacher/school counselor will provide the pre-observation form to the credentialed evaluator at least one (1) school day prior to the pre-observation conference. The teacher/school counselor will provide the post-observation form to the Credentialed Evaluator at least one (1) school day prior to the post-observation conference. At the post-observation conference, the Credentialed Evaluator and teacher/school counselor will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form that the Credentialed Evaluator brings to the post-observation conference.
- 10.10 A walkthrough/informal observation (“walkthrough”) is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator. There shall be no more than six (6) walkthroughs per Teacher/school counselor Performance Cycle, unless additional are requested by the teacher/school counselor. The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walk-through. A walkthrough shall be at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes. Within five (5) work days of completing the walkthrough, the evaluator shall provide the teacher/school counselor a copy of the Walkthrough/Informal Observation Data Form. If the teacher/school counselor requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs. The teacher/school counselor request to meet with the evaluator must occur within two (2) school days following the receipt of the Walkthrough/Informal Observation Data Form.

- 10.11 Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on teacher performance using the OTES 2.0 rubric.

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on school counselor performance (Standards 1 – 6) and the metric of student outcomes (Standard 7). For School Counselors, the metric of Student Outcomes refers to the seventh area of the OSCES Evaluation Rubric that provides data demonstrating that student’s skills, knowledge or behaviors have positively changed as a result of the school counselor’s actions.

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

- 10.12 Within ten (10) calendar days of receiving evaluation documents such as holistic/formal/focused observations, walkthroughs, and the final summative rating of teacher/school counselor effectiveness form, a teacher/school counselor has the right to make a written response to the aforementioned documents and to have it attached to the appropriate document(s). The components of the formal evaluation cycle will be used to determine the final holistic rating.

- 10.13 Any teacher/school counselor who was on leave from the school district for fifty percent (50%) or more of the school year shall be exempt from the evaluation process.

Upon the implementation of OTES 2.0 High Quality Student Data (HQSD) will apply as long as required by law.

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.

HQSD shall be used as evidence in any component of the teacher’s evaluation related to the OTES 2.0 rubric which include HQSD.

The high-quality student data instrument used must be reviewed by the District Evaluation Committee to ensure it meets all of the following criteria:

- A. Align to learning standards
- B. Measure what intends to be measured
- C. Be attributable to a specific teacher for course(s) and grade level(s) taught

- D. Demonstrate evidence of student learning (achievement and/or growth)
 - E. Follow protocols for administration and scoring
 - F. Provide trustworthy results
 - G. Not offend or be driven by bias
- 10.14 Teachers/school counselors who receive a final summative rating of Accomplished must develop a self-directed professional growth plan and may choose their credentialed evaluator(s) from the Board approved evaluator list. An evaluator may decline the selection. If the evaluator denies the selection, s/he must provide the teacher/school counselor with written reasons for the denial.
- Teachers/school counselors who receive a final holistic rating of Skilled or Developing must develop professional growth plans collaboratively with their credentialed evaluator(s) from the Board approved list.
- Teachers/school counselors who receive a final holistic rating of Ineffective must develop an improvement plan with their credentialed evaluator(s). The Superintendent/designee assigns credentialed evaluators to teachers/school counselors who receive a final summative rating of ineffective.
- 10.15 Effectiveness Rating shall be calculated utilizing the procedures under Ohio law.
- 10.16 The Superintendent or designee shall annually file a report to the Department of Education including only information required by law
- 10.17 Only the final evaluation rubric and the final holistic rating of teacher/school counselor effectiveness form are to be placed in a teacher's/school counselor's file. The forms will be signed and dated by both the administrator and the teacher/school counselor. Signatures indicate only that the forms were seen by the teacher/school counselor and administrator, not necessarily agreement with the contents.
- 10.18 Upon request, the credentialed Evaluator shall provide the teacher/school counselor with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors/required events impacting the teacher's/school counselor's performance or professionalism that have impacted the performance rubric.
- 10.19 No teacher/school counselor shall be required to complete a Self-Assessment Form (e.g. OTES/OSCES Self-Assessment Form). This tool may be used by teachers/school counselor as a resource.

10.20 Video or audio devices shall not be used to record a teacher's classroom instructional performance for the evaluations by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their residency requirements as evidence to assess teacher performance (OTES).

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

10.22 Professional Growth & Improvement Plans

Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be based upon the results of the formal holistic observation and aligned to any existing school district or building improvement plan. These plans will be due to the evaluator within ten (10) calendar days of the post-conference following the formal holistic observation.

A. Professional Growth Plan

Teachers will be required to make adequate progress on their Professional Growth Plan as defined in 10.03 in order to remain on a Less Frequent Evaluation Cycle.

A teacher with a final holistic rating of Accomplished will develop a self-directed Professional Growth Plan. A teacher with a final holistic rating of Skilled will develop a jointly directed Professional Growth Plan. A teacher with a final holistic rating of Developing will develop a Professional Growth Plan that is guided by the assigned evaluator.

A school counselor who is rated Accomplished, Skilled or Developing will develop a professional growth plan in collaboration with his/her assigned evaluator.

Each school counselor will develop a Professional Growth Plan on an annual basis no later than the first Monday in October as outlined in Section 10.15.

B. Improvement Plan

A teacher with a final holistic rating of Ineffective will be placed on an Improvement Plan.

A school counselor who is rated Ineffective will be placed on an improvement plan.

1. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher/school counselor performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Forms (Appendices H/P). A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OSCES Rubric. The Credentialed Evaluator shall meet with the teacher/school counselor to review the Improvement Plan and receive input from the teacher/school counselor before the Improvement Plan is finalized and implemented.
2. If the District anticipates taking adverse employment action based on a Teacher's/School Counselor's Performance, the teacher/school counselor shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
 - a. If a teacher/school counselor on an Improvement plan requests a support teacher/counselor, the Credentialed Evaluator shall identify a support teacher/counselor (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator). A support teacher/counselor cannot be requested or directed to provide any information regarding the confidential discussion with the supported bargaining unit member.
 - b. Support Teacher/Counselor: A mentor teacher/counselor who supports a teacher/counselor who has been placed on an improvement plan.
3. An Improvement Plan based on Ineffective teacher rating will be revisited in at least twenty-eight (28) school day intervals to see whether the teacher's/school counselor's performance has improved and whether to modify or end the plan.

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

- 10.23 A teacher who accepts a student teacher(s) will still have his/her student growth measures reflect all students for whom s/he is the teacher of record. Any teacher may volunteer to accept a student teacher during the school year. No teacher shall be assigned a student teacher.
- 10.24 Electronic Teacher and Principal Evaluation System (eTPES) or Ohio Evaluation System (OhioES).

The Superintendent shall choose the minimum required/least intrusive Option for submitting teacher evaluation data to the ODE and/or third parties. Rebuttal for

eTPES or OhioES data shall be kept in the teacher's personnel file and not placed into eTPES or OhioES.

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

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

10.25 District Evaluation Committee

There shall be a District Evaluation Committee, which shall be comprised of a Union team appointed by the Union President and Administrative team appointed by the Superintendent, the union team having up to ten (10) members and the administrative team having up to six (6) members. The District Evaluation Committee shall review its established ground rules annually. The District Evaluation Committee shall reach decision through consensus, shall receive training on the state-adopted evaluation framework(s), including High Quality Student Data training as permitted by Ohio law, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The District Evaluation Committee shall keep minutes summarizing its meetings.

The District Evaluation Committee is responsible for:

1. Reviewing and making recommendation on the OTES/OSCES and non-OTES evaluation procedures and instruments.
2. Review, discuss, and make a recommendation for conducting virtual observations and walkthrough utilizing the OTES/NonOTES/School Counselor rubric(s).
3. Assists in determining, selecting, and approving High Quality Student Data Tools.
4. Provide a recommendation whether to implement the vendor assessment as HQSD.
5. Making recommendations as set forth throughout Article 10 titled Bargaining Unit Member Evaluation
6. Shall annually review the evaluation process and instruments for the non-OTES evaluation system and make a recommendation(s) during the term of this contract.

Any recommendations made by the District Evaluation Committee shall be sent to the Union Executive Committee and the Superintendent/Board. Any District Evaluation Committee recommendations, or mutually agreed upon modifications

thereto, that would modify any provision of Article 10 titled Teacher/School Counselor Evaluation may be implemented provided the Union Executive Committee and Superintendent/Board agree.

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

NON-OTES Employees

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

- 10.26 Evaluation of non-OTES certified staff. The evaluation of bargaining unit members, who spend fifty percent (50%) or less of his/her time providing content-related student instruction, shall be in accordance with this procedure, 10.22. The goal of the policy and the formal evaluation procedure is improvement of instruction and/or support/related services.
- 10.27 District Administrators shall be primarily responsible for evaluation of the performance of bargaining unit members. Other administrative personnel may engage in teacher evaluation from time to time.
- 10.28 All ‡ bargaining unit members shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic walk-throughs each school year. No bargaining unit members shall be evaluated more than once (1) annually. The first observation will occur before the conclusion of the first semester.
- 10.29 Bargaining unit members who are on a limited or extended limited contract and who are under consideration for nonrenewal shall be evaluated based on at least three (3) formal observations and periodic walk-throughs during the last year of their contract. The parties agree that bargaining unit members who are in their probationary period, who will not be renewed, shall not be subject to this three (3) formal observation requirement.
- 10.30 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the twenty-one (21) days.
- 10.31 All bargaining unit member evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10.
- 10.32 Evidence provided by the bargaining unit member and gathered by the evaluator during the pre-conference, formal observations, informal observations (including at school sponsored events), walk-throughs, post-conference and other factors impacting the bargaining unit member's performance or professionalism will be used by the evaluator when compiling the summative evaluation.

- 10.33 All evaluation documents (print or digital) placed in the Appendix (to be developed). The evaluator will give a copy of the completed observation form(s) to the bargaining unit member at least one (1) day in advance of the post-observation conference. Changes to the observation form information may be made as a result of additional information gathered in the post-observation conference. A bargaining unit member may include a written response within ten (10) work days of receipt of an observation (formal or informal), a walk-through, or a summative rating.
- 10.34 The formal observation shall consist of a pre-conference, an observation, and a post-conference. The pre-conference will normally occur within five (5) work days of the observation. The post-conference will normally occur within ten (10) work days following the observation, unless the bargaining unit member or administrator is absent during that timeframe. A summative evaluation will normally be completed within ten (10) working days of the last observation post-conference. All observations and other documented items will be consolidated into the summative evaluation (form to be developed). A copy of the summative evaluation will be given to the bargaining unit member. Time limits may be extended by mutual agreement.
- 10.35 The bargaining unit member shall have the right to request a follow-up conference following the summative evaluation conference.
- 10.36 When a an ineffective rating is identified, as overall holistic performance or within an individual category of the rubric, the evaluator will assist the bargaining unit member to set up written goals and objectives for the improvement plan in the problem area(s). The goals and objectives will denote what type of assistance will be provided by the administration. The bargaining unit member is responsible for implementing reasonable suggestions for improvement. The bargaining unit member's signature on the goals and objectives will not constitute agreement with the goals and objectives, but only that the bargaining unit member has seen them.
- 10.37 Final observation documents and final summative evaluation documents will be placed in the bargaining unit member's personnel file.

ARTICLE 11 – SEVERANCE PAY

- 11.01 The Board authorizes severance pay for all eligible school employees of the New Philadelphia School District. No person shall collect severance pay more than one (1) time.
- 11.02 To be eligible for severance pay the bargaining unit member must be currently employed by the Board. This eligible employee is one who has retired and has met the retirement criteria as defined by the State Teachers Retirement System (STRS) in Ohio.

- 11.03 The Board shall provide severance pay in an amount not to exceed twenty-five percent (25%) of the employee's accumulated sick leave days with a maximum of sixty-five (65) days of severance to be granted. A daily rate of pay will be established, computed on the employee's final annual salary pro-rated on the number of work days scheduled for the employee that same year.
- 11.04 Ten (10) additional days of severance pay will be paid to eligible staff conditional upon receipt of a letter of retirement/resignation prior to January 15.

ARTICLE 12 – TUITION REIMBURSEMENT

- 12.01 The Board agrees to pay no more than the actual tuition cost per hour to a maximum of one hundred twenty-five dollars (\$125.00) per quarter or one hundred seventy-five dollars (\$175.00) per semester hour to certified staff members for successfully completing with at least a (B) grade or a pass if on a pass/fail basis, graduate or undergraduate courses in accordance with the formula in section 12.03. The courses taken must be in the present area of certification and/or any area of educational certification approved by the Superintendent. The bargaining unit member must first demonstrate that the course fits the above description. The tuition reimbursement shall be approved by the Superintendent of Schools. This payment shall be paid to the bargaining unit member the school year following the receiving of credit for courses taken. A bargaining unit member must teach in the New Philadelphia City Schools the year following receiving this credit to be eligible to be paid under this provision. The bargaining unit member must present proof via an electronic storage warehouse like the My Learning Plan of course approval and of earned credits no later than September 15 to be paid that school year.
- 12.02 The maximum number of hours to be included under this policy shall be nine (9) semester or twelve (12) quarter hours from August 1 to July 31. A single payment will be made following presentation of evidence of completed course work.
- 12.03 All bargaining unit members shall submit an official transcript of the completed course work by September 15, with a copy of the LPDC approved form to the Superintendent. The Superintendent shall total the number of quarter hours and semester hours taken by all bargaining unit members submitting a form.
- The Superintendent will convert all hours to either quarter or semester hours and divide into the appropriated sum (Section 12.07). This quotient will be the amount paid for each quarter or semester hour taken. All bargaining unit members who have completed, submitted and received pre-approved permission will receive tuition reimbursement.
- 12.04 Certified/licensed employees who are reimbursed by another agency shall be eligible only for the difference, if any, between tuition reimbursement to which they would be entitled and the amount received from the agency.

- 12.05 Tuition reimbursement funds for bargaining unit member directed professional development can be used for workshops and/or conferences that provide professional contact hours and/or CEUs. The reimbursement shall be limited to fifty percent (50%) of the cost of the workshop or conference.
- 12.06 Bargaining unit members who are required to maintain multiple licensures from organizations other than the Ohio Department of Education shall be reimbursed up to two hundred dollars (\$200.00) in the year which the licensure/certificate must be renewed. Proof of payment must be submitted in order to receive reimbursement.
- 12.07 The Board will appropriate sixty thousand dollars (\$60,000) for tuition reimbursement. Any portion of the appropriation not expended the previous year will be appropriated for the next year. In a year where the tuition reimbursement fund will be over utilized based on requests to this fund, the amount of reimbursement appropriated to individual(s) will be based on a pro-rated percentage applied to each request. (If financial conditions exist which would make tuition reimbursement a hardship on the district, the administration agrees to meet with the Association to justify and clarify the hardship and possible elimination of tuition reimbursement for that year.)

ARTICLE 13 – REDUCTION IN FORCE

- 13.01 A reduction in the number of teaching positions may be necessary because of a return to duty of regular bargaining unit members after leaves of absence, suspension of schools, territorial changes affecting the District, decrease in student enrollment, changes in curricular offerings, financial reasons, or any other reasons provided by O.R.C. §3319.17.
- 13.02 Reduction in force (RIF) does not include: voluntary retirement(s), resignation(s) or leave(s) of absence; staff members who were employed to fill a temporary vacancy; or other means, such a nonrenewal of contract, whereby positions are vacated. Instead, RIF occurs when attrition will not eliminate enough persons or positions. In such cases, the Superintendent will announce that it is necessary to release bargaining unit members from employment. This announcement will include the teaching levels and certification areas that might possibly be affected.
- 13.03 Thirty (30) calendar days before the Board acts to implement a reduction, the Association President will be informed of the reduction and receive a seniority list. Twenty (20) calendar days before the Board acts to implement a reduction, the individuals to be reduced by Board action will be notified. It is understood that the person initially notified may have the right to displace a less senior bargaining unit member as set forth in this Article.
- 13.04 All members of the bargaining unit will be placed on a seniority list for each teaching/related services field for which they are properly and regularly certified/licensed. Temporary or alternate licenses shall not be considered for

the purposes of seniority list placement. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit member, also in descending order or seniority, according to the records of the district. It is the sole responsibility of the bargaining unit member to update the information possessed by the District concerning the current certificates/licenses he/she possess by September 15 of each year. The Board shall submit the seniority lists to the Association for its review by October 30 of each year. By November 30 of each year, the Association shall advise the Board of any errors on the seniority lists. Thereafter, the seniority lists shall be considered final until the seniority lists for the next year are created except in the case of properly awarding continuing contracts.

13.05 Seniority status for non-bargaining unit members entering or returning to the bargaining unit.

A. A non-bargaining unit member who achieved continuing contract status as a member of the bargaining unit and is serving as an administrator in the District and who returns to the bargaining unit, for whatever reasons, shall be credited with up to five (5) years seniority for their prior service in a bargaining unit position and no seniority for services to the District outside of the bargaining unit.

B. A non-bargaining unit member who achieved continuing contract status in another Ohio school district and achieves continuing contract status in the District as a teacher while employed as an administrator, and who enters the bargaining unit will not be credited with any seniority for any services either inside or outside the District.

13.06 During the implementation of RIF, no reassignment and/or no transfer shall occur that will cause a more senior employee to be laid off before a less senior employee.

13.07 Provisions:

A. In a reduction in force, no preference for seniority shall be given except when making decisions between bargaining unit members who have comparable evaluations.

B. For the purpose of this Article, comparability will be defined as follows:

1. Performance ratings do not include student growth measures as long as the law permits.

2. There shall be three (3) categories of comparable evaluation (Category 1 (accomplished/skilled), Category 2 (developing) and Category 3 (ineffective), in which employees shall be placed based upon the evaluation rating they receive for their three (3) most recent

evaluations. Teacher performance ratings only will be used in the determination of the categories.

3. Employees evaluated as "ineffective" for two (2) out of their last three (3) evaluations shall be placed in Category 3.
 4. Employees evaluated as "developing" for two (2) out of their last three (3) years shall be placed in Category 2
 5. Employees evaluated as "skilled" for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 6. Employees evaluated as "accomplished" for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 7. Employees who receive a different/unique evaluation rating of "accomplished", "skilled", and "developing" in each of their last three (3) evaluations shall be placed in Category 1.
 8. Employees who receive a different/unique evaluation rating of "skilled", "developing", and "ineffective" in each of their last three (3) evaluations shall be placed in Category 2.
 9. Employees new to the district who have not yet acquired three (3) years of data, shall be placed in the appropriate category based on his/her teacher performance rating s/he received at the end of the first year of employment. During the second year of employment in the district, the employee will have the performance rating categorized using the above-described model by looking at the two (2) years of performance evaluation data.
 10. With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories as described above.
- C. If the Reduction in Force occurs after May 10 then the current year's performance rating will be used to determine comparability. If the Reduction in Force occurs prior to May 10, then the previous year's performance rating will be used to determine comparability.
- D. In the case of comparable evaluations, individuals shall be released from the teaching levels and certification areas announced by the Superintendent according to seniority which is the length of continuous service including approved leaves of absence from the date of initial service

in the New Philadelphia City Schools. In instances of identical initial service dates and, date of employment, thereafter, ties will be broken by the toss of a coin/drawing straws in a meeting of the Association President and the Superintendent. The affected bargaining unit members may be present during the toss of the coin/drawing straws.

- E. If a bargaining unit member to be released from one certification area or teaching level holds valid certification in another teaching/related services area(s) or level(s), that bargaining unit member shall be considered at that area or level.
- F. The order of reduction according to seniority in each teaching level or certification area shall be as follows:
 - 1. Bargaining unit members holding temporary certification
 - 2. Fully certificated/licensed bargaining unit members holding limited contracts
 - 3. Fully certificated/licensed Bargaining unit members holding continuing contracts
 - 4. Bargaining unit members released prior to the completion of a valid contract for the reason specified in ORC §3319.17 shall have their contracts suspended.
- G. Recommended reduction in specific position (i.e. 3rd grade) will be made by selecting the lowest bargaining unit member on the seniority list for that position (i.e. 3rd grade) who is currently assigned to that position. A bargaining unit member so affected may elect to utilize his/her right to displace a bargaining unit member who holds the lowest position on a seniority list for another area/level of certification/licensure for which the bargaining unit member is certified/licensed.
- H. In a recall, no preference for seniority shall be given except when making a decision between bargaining unit members who have comparable evaluations. In the case of comparable evaluations, bargaining unit members unemployed as a result of staff reduction shall be recalled in inverse order of being released. All bargaining unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list by certification/licensure and then by evaluation category (beginning with Category 1, then Category 2, then Category 3) and then by contract status (continuing first, then limited), with comparable evaluations listed by seniority.
- I. Bargaining unit members affected by reduction in force will remain on the recall list for a period of twenty-four (24) months.

1. Unless the bargaining unit member requests that his/her name be removed.
 2. Even if the bargaining unit member declines a part time position for which he/she is certified.
 3. The bargaining unit member is re-employed by the New Philadelphia City Schools.
- J. No vacancy shall be posted until all eligible employees have been recalled. No current non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status. No new bargaining unit members will be employed by the Board while there are bargaining unit members on the recall list who are certificated/licensed for the vacancy.
- K. The Board shall give written notice of recall by certified mail with a return receipt. It shall be the responsibility of each bargaining unit member to notify the Superintendent's Office of any change of address.
- L. Within seventy-two (72) hours of receipt of a written offer to return to employment, the bargaining unit member shall notify, by calling collect if necessary, the Superintendent's office indicating his or her availability to accept the position. Within five (5) days of the receipt of a written offer to return to employment, the bargaining unit member shall accept the position. If either of these time limits are not met, it shall be determined that the bargaining unit member had declined the position.
- M. Bargaining unit members returning to employment after reduction in force shall receive appropriate placement for purposes of salary and other benefits. A bargaining unit member whose position has been eliminated and who returns to a vacant position shall have the option of returning to the original position if it is vacant at the time of call back.
- N. Bargaining unit members affected by reduction in force shall be permitted to be a part of any one or all of the group plans for hospitalization and other insurances by making monthly payments in advance of the Treasurer. This provision shall exist as long as the bargaining unit member is on the recall list.
- O. Should the Board determine that it desires to suspend a contract in part, so that the teacher is required to work a percentage of the time the teacher otherwise is required to work under the contract, it may do so, with the following requirements:
1. The teacher shall have the option of either working part-time with proportionate pay or being placed on the recall list with their contract suspended in full as set forth below.

2. If the teacher takes the part-time suspension, the teacher will be placed on the recall list with recall rights to a full-time position based upon seniority, teaching certificate/license and contract status;
3. If the teacher elects to be placed on the recall list instead of working the part-time position, the teacher will be placed on the recall list with recall rights based upon seniority, teaching certificate/license and contract status.

ARTICLE 14 – PERSONNEL FILES

- 14.01 A Bargaining unit member shall have the right, upon reasonable notice, to review the materials in their personnel file with the Superintendent or his/her designee present, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement or rebuttal or explanation in his/her file.
- 14.02 All documents included in a bargaining unit members file shall be dated and identifiable as to source.
- 14.03 A bargaining unit member may request and shall receive one copy of any item in his file, exclusive of confidential letters of recommendation or reference.
- 14.04 Any bargaining unit member shall have the opportunity to read any material which may be considered critical or conduct, service, character, or personality before it is placed in the personnel file. A bargaining unit member shall acknowledge reading the material by signing the copy to be filed. Signature shall not indicate agreement with the content of the material, but shall only indicate the bargaining unit member's knowledge that the material exists. The bargaining unit member shall have the right to reply to the material placed in the file by a written statement. Such statement shall be attached to the file copy.
- 14.05 A bargaining unit member shall be informed of any complaint by a parent, student, or community member which is directed toward them which will become a matter of record and either placed in the bargaining unit member's personnel file or used as a part of the evaluation process.
- 14.06 Should a bargaining unit member be directed to attend a conference with an administrator and a complaining party, the bargaining unit member will receive advance notice of the meeting and its purpose. The bargaining unit member will have the right to have a representative at the meeting.
- 14.07 Anonymous letters or materials shall not be placed in the bargaining unit member's file nor shall they be made a matter of record.
- 14.08 When a personnel file is reviewed by anyone other than the bargaining unit member, the following will occur:

- A. The bargaining unit member will be notified of the request.
- B. Outdated materials will be removed from the files.
- C. Social security numbers will be blacked out.

ARTICLE 15 – INSURANCES

- 15.01 The Board will provide a medical insurance plan.

Employees employed by the Board shall pay ten percent (10%) of the premium costs for family or single coverage as designated by the member of the bargaining unit up to seventy-five dollars (\$75.00) per pay.

Effective January 1, 2021, employees will participate in the Portage Area Schools Consortium \$375 plan deductible and the RX E Plan.

- 15.02 A medical insurance program with an unlimited lifetime maximum, as well as dental, prescription drug insurance, and term life insurance coverage will be offered. Specifications of each coverage are contained in each program plan design booklet. Summaries of the schedule of benefits can be found in Appendices A/B.

- 15.03 The Board shall purchase group term life insurance for each certificated employee in an amount of fifty thousand dollars (\$50,000). In addition, an equal amount of accidental death and dismemberment coverage will be provided. The Board shall allow individual employees to purchase additional amounts of coverage at group rates provided the number of employees electing to take advantage of this opportunity meets the rules and regulations of the carrier for each purpose.

- 15.04 Dental Insurance: Employees employed by the Board shall pay ten percent (10%) of the premium costs for family or single coverage as designated by the member of the bargaining unit. In reliance upon and consistent with applicable rules and regulations of the insurance carrier pertaining to an effective coverage date of January 1, 1981, the Board shall obtain and make available dental insurance protection for each certificated employee who is a member of the bargaining unit. This dental insurance shall be purchased from a carrier licensed by the State of Ohio and shall contain and provide coverage for preventive dentistry (100% UCR), basic expenses (80% UCR), major expenses (60% UCR) and orthodontia (60% UCR), with a deductible of not more than fifty dollars (\$50.00) per member and one hundred dollars (\$100.00) per family. One thousand five hundred dollars (\$1,500) maximum per covered person per calendar years. Orthodontia lifetime maximum one thousand dollars (\$1,000.00).

- 15.05 Vision Insurance: Employees employed by the Board who elect to have vision insurance coverage shall pay ninety percent (90%) of the premium costs for

family or single coverage as designated by the member of the bargaining unit. Employees may elect to participate in VSP Choice Plan C Copay: \$20/\$20.

- 15.06 Part-time employees will proportionally share in the cost of the insurances according to the percentage of time they are employed to work, effective January 1, 1982.

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

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

- 15.07 Insurance Benefits for Tutors: Full-time tutors will be granted all insurance benefits. Part-time tutors may purchase insurance benefits by paying in advance the full amount of the monthly insurance premiums.
- 15.08 A committee shall be formed to discuss insurance coverage and/or insurance carrier, there will be at least three (3) NPEA members selected by NPEA President, as bargaining unit member representatives on the committee.
- 15.09 The Board shall establish a 125 Premium Only Plan for employees.

ARTICLE 16 – PAYROLL AND PAYROLL DEDUCTION

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

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

- 16.03 Payroll Deductions:

A. Credit Union Deduction

Deductions will be made equally from each paycheck.

B. Dues deduction

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

1. The Association will submit a written authorization signed by the bargaining unit member for payroll deduction on a form provided by the Association to the Board's treasurer on or before the second (2nd) payroll of any year the bargaining unit member begins payroll deduction under this section that indicates the amount to be deducted for each bargaining unit member and any new authorization form received by the Association. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due a unit member, it shall be the responsibility of the Association to make such refunds. The Association shall indemnify and hold the Board harmless from all claims of excessive, improper dues deductions.
2. The deductions shall be made in twenty-four (24) equal installments (small variance first month acceptable) beginning the month of October and ending the month of August.
3. If a bargaining unit member's employment ends or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check to the extent the final payroll check is sufficient to cover the unpaid balance. If a bargaining unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her next payroll check after the Board's treasurer receives notification of such revocation.
4. Following completion of each deduction, the Board's treasurer shall remit the amount which was deducted to the Association via direct deposit within five (5) business days. A list of the bargaining unit members for whom the deductions were made will be sent to the Association Treasurer at the time of the direct deposit showing the amount deducted for each bargaining unit member.
5. The Association will promptly transmit any authorization from employees hired after the third (3rd) payroll of the school year to the Board's treasurer who shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board's treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual unit member has remaining in his/her pay plan for that contractual year. Current employees

submitting new authorizations must do so no later than the third (3rd) payroll of the school year.

C. Miscellaneous Deductions

1. Tax sheltered annuities shall be deducted equally from twenty-four (24) pay checks.
2. United Way shall be deducted equally from twenty (20) pay checks.
3. Additional insurance coverage at the employee's expense shall be deducted equally from twenty-four (24) pay checks.
4. FCPE shall be deducted equally from each pay check.
5. The Treasurer will deduct for other reasons upon receipt of at least five requests for that type of deduction. Once at least five employees no longer want the deduction, it will be stopped.

D. All deductions shall be made at no cost to the member of the bargaining unit. Except tax sheltered annuities started after May 1, 1997. Annuities and deferred compensation started after this date will be charged a one dollar (\$1.00) per month administrative fee.

ARTICLE 17 – SUPPLEMENTAL CONTRACTS AND SALARIES

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

SUPPLEMENTAL SALARY SCHEDULE
August 1, 2020 thru July 31, 2022

					2020-21	2021-22
					\$37,196	\$37,847
LEVEL	TITLE	ACTIVITY	# OF POSITIONS UP TO	PERCENT	VALUE	VALUE
1	Head	Football Coach	(1)	0.240	\$8,927	\$9,083
1	Head	Basketball Coach - Boys	(1)	0.240	\$8,927	\$9,083
1	Head	Basketball Coach - Girls	(1)	0.240	\$8,927	\$9,083
1	Director	Marching Band	(1)	0.240	\$8,927	\$9,083
2	Head	Wrestling Coach	(1)	0.200	\$7,439	\$7,569
2	Director	Physical Fitness	(1)	0.200	\$7,439	\$7,569
2	Athletic	Trainer	(1)	0.200	\$7,439	\$7,569
2	Head	Baseball Coach	(1)	0.200	\$7,439	\$7,569
2	Head	Soccer Coach - Boys	(1)	0.200	\$7,439	\$7,569
2	Head	Soccer Coach - Girls	(1)	0.200	\$7,439	\$7,569
2	Head	Track Coach - Boys	(1)	0.200	\$7,439	\$7,569
2	Head	Track Coach - Girls	(1)	0.200	\$7,439	\$7,569
2	Head	Softball Coach	(1)	0.200	\$7,439	\$7,569
2	Head	Volleyball Coach	(1)	0.200	\$7,439	\$7,569
2	Head	Swim Coach	(1)	0.200	\$7,439	\$7,569
3	Director	Elementary Librarian	(1)	0.150	\$5,579	\$5,677
3	Assistant	Football Varsity	(6)	0.150	\$5,579	\$5,677
3	Assistant	Basketball Varsity - Boys	(1)	0.150	\$5,579	\$5,677
3	Assistant	Basketball Reserve - Boys	(1)	0.150	\$5,579	\$5,677
3	Assistant	Basketball Varsity - Girls	(1)	0.150	\$5,579	\$5,677
3	Assistant	Basketball Reserve - Girls	(1)	0.150	\$5,579	\$5,677
3	Assistant	Band	(6)	0.150	\$5,579	\$5,677

					2020-21	2021-22
					\$37,196	\$37,847
LEVEL	TITLE	ACTIVITY	# OF POSITIONS UP TO	PERCENT	VALUE	VALUE
4	Assistant	Football Freshman	(2)	0.130	\$4,835	\$4,920
4	Assistant	Basketball Freshman - Boys	(1)	0.130	\$4,835	\$4,920
4	Assistant	Basketball Freshman - Girls	(1)	0.130	\$4,835	\$4,920
4	Advisor	Delphian Yearbook	(1)	0.130	\$4,835	\$4,920
4	Head	High School Choral Activities	(1)	0.130	\$4,835	\$4,920
4	Assistant	Wrestling Varsity	(1)	0.130	\$4,835	\$4,920
4	Head	Cheerleading Varsity	(1)	0.130	\$4,835	\$4,920
5	Head	Cross Country - Boys	(1)	0.100	\$3,720	\$3,785
5	Head	Cross Country - Girls	(1)	0.100	\$3,720	\$3,785
5	Head	Golf - Boys	(1)	0.100	\$3,720	\$3,785
5	Head	Golf - Girls	(1)	0.100	\$3,720	\$3,785
5	Assistant	JV Soccer - Boys	(1)	0.100	\$3,720	\$3,785
5	Assistant	JV Soccer - Girls	(1)	0.100	\$3,720	\$3,785
5	Head	Tennis Coach - Boys	(1)	0.100	\$3,720	\$3,785
5	Head	Tennis Coach - Girls	(1)	0.100	\$3,720	\$3,785
5	Head	Bowling - Boys	(1)	0.100	\$3,720	\$3,785
5	Head	Bowling - Girls	(1)	0.100	\$3,720	\$3,785
5	Assistant	Wrestling - JV	(1)	0.100	\$3,720	\$3,785
5	Assistant	Soccer - Boys	(1)	0.100	\$3,720	\$3,785
5	Assistant	Soccer - Girls	(1)	0.100	\$3,720	\$3,785
5	Electric	Equipment Manager	(1)	0.100	\$3,720	\$3,785
5	Director	Color Guard	(1)	0.100	\$3,720	\$3,785
5	Director	STEEL Drum Band	(1)	0.100	\$3,720	\$3,785
5	Assistant	Volleyball	(1)	0.100	\$3,720	\$3,785

					2020-21	2021-22
					\$37,196	\$37,847
LEVEL	TITLE	ACTIVITY	# OF POSITIONS UP TO	PERCENT	VALUE	VALUE
5	Advisor	Kaleidoscope	(1)	0.100	\$3,720	\$3,785
5	Head	Varsity QT	(1)	0.100	\$3,720	\$3,785
5	Advisor	Drumline	(1)	0.100	\$3,720	\$3,785
6	Assistant	Baseball	(1)	0.090	\$3,348	\$3,406
6	Assistant	JV Baseball	(1)	0.090	\$3,348	\$3,406
6	Assistant	Track Varsity - Boys	(3)	0.090	\$3,348	\$3,406
6	Assistant	Track Varsity - Girls	(2)	0.090	\$3,348	\$3,406
6	Assistant	Softball (Asst. and JV)	(2)	0.090	\$3,348	\$3,406
6	Coach	Cheerleading JV	(1)	0.090	\$3,348	\$3,406
6	Assistant	Volleyball (Ass.t/JV)	(2)	0.090	\$3,348	\$3,406
7	7 th Grade	Football	(2)	0.085	\$3,162	\$3,217
7	8 th Grade	Football	(2)	0.085	\$3,162	\$3,217
7	7 th Grade	Basketball - Boys	(1)	0.085	\$3,162	\$3,217
7	8 th Grade	Basketball - Boys	(1)	0.085	\$3,162	\$3,217
7	7 th Grade	Basketball - Girls	(1)	0.085	\$3,162	\$3,217
7	8 th Grade	Basketball - Girls	(1)	0.085	\$3,162	\$3,217
7	Director	Equipment Manager	(1)	0.085	\$3,162	\$3,217
7	Advisor	High School Student Council	(1)	0.085	\$3,162	\$3,217
8	Assistant	QT Assistant	(1)	0.080	\$2,976	\$3,028
8	Director	H.S. Musical Director	(1)	0.080	\$2,976	\$3,028
8	Director	M.S. Musical Director	(1)	0.080	\$2,976	\$3,028
8	Advisor	H.S. Speech and Debate		0.080	\$2,976	\$3,028
9	Director	Guitar	(1)	0.075	\$2,790	\$2,839
9	Director	Theatrical Production	(1)	0.075	\$2,790	\$2,839

					2020-21	2021-22
					\$37,196	\$37,847
LEVEL	TITLE	ACTIVITY	# OF POSITIONS UP TO	PERCENT	VALUE	VALUE
10	Head	Soccer - MS Boys	(1)	0.075	\$2,790	\$2,839
10	Head	Soccer - MS Girls	(1)	0.075	\$2,790	\$2,839
10	Freshman	Baseball Freshman	(1)	0.070	\$2,604	\$2,649
10	Freshman	Softball Freshman	(1)	0.070	\$2,604	\$2,649
10	Freshman	Volleyball - Freshman	(1)	0.070	\$2,604	\$2,649
10	Assistant	Tennis - Boys	(1)	0.070	\$2,604	\$2,649
10	Assistant	Tennis - Girls	(1)	0.070	\$2,604	\$2,649
10	Assistant	Golf Varsity	(1)	0.070	\$2,604	\$2,649
10	Assistant	Wrestling Middle School	(2)	0.070	\$2,604	\$2,649
10	Assistant	Swim Coach - Boys/Girls	(1)	0.070	\$2,604	\$2,649
10	Coach	Cheerleading Freshman	(1)	0.070	\$2,604	\$2,649
11	Director	Concert Band	(2)	0.065	\$2,418	\$2,460
12	Head	MS Cross Country - Boys	(1)	0.055	\$2,046	\$2,082
12	Head	MS Cross Country - Girls	(1)	0.055	\$2,046	\$2,082
12	Head	MS Track - Girls	(2)	0.055	\$2,046	\$2,082
12	Head	Volleyball 7 th grade	(1)	0.055	\$2,046	\$2,082
12	Head	Volleyball 8 th grade	(1)	0.055	\$2,046	\$2,082
12	Head	MS Track - Boys	(2)	0.055	\$2,046	\$2,082
12	Dept.	Head High School	(6)	0.055	\$2,046	\$2,082
12	Team	Leaders Middle School	(5)	0.055	\$2,046	\$2,082
12	Coach	Cheerleading 7 th grade	(1)	0.055	\$2,046	\$2,082
12	Coach	Cheerleading 8 th grade	(1)	0.055	\$2,046	\$2,082
12	Advisor	Sparkle Squad	(1)	0.055	\$2,046	\$2,082
13	Director	Auditorium Lighting	(1)	0.050	\$1,860	\$1,892

					2020-21	2021-22
					\$37,196	\$37,847
LEVEL	TITLE	ACTIVITY	# OF POSITIONS UP TO	PERCENT	VALUE	VALUE
14	Advisor	Junior Class	(3)	0.045	\$1,674	\$1,703
14	Coordinator	MS Sci Fair/Sci Olympiad	(1)	0.045	\$1,674	\$1,703
14	Advisor	MS Student Council	(1)	0.045	\$1,674	\$1,703
14	Advisor	M.S. Speech and Debate	(1)	0.045	\$1,674	\$1,703
15	Advisor	Senior Class	(2)	0.040	\$1,488	\$1,514
15	Advisor	Sophomore Class	(2)	0.040	\$1,488	\$1,514
15	Advisor	Freshman Class	(2)	0.040	\$1,488	\$1,514
15	Assistant	MS Musical Production	(1)	0.040	\$1,488	\$1,514
15	Assistant	HS Musical Production	(2)	0.040	\$1,488	\$1,514
15	Advisor	MS Band	(2)	0.040	\$1,488	\$1,514
15	Committee	L.P.D.C.	(7)	0.040	\$1,488	\$1,514
15	Advisor	Mock Trial	(1)	0.040	\$1,488	\$1,514
16	Advisor	Drama Club		0.035	\$1,302	\$1,325
16	Assistant	Theatrical Production	(1)	0.035	\$1,302	\$1,325
16	Coordinator	Video Production QTV	(1)	0.035	\$1,302	\$1,325
16	Advisor	Science Club	(1)	0.035	\$1,302	\$1,325
16	Advisor	Academic Challenge	(2)	0.035	\$1,302	\$1,325
16	Coordinator	Special Olympics	(1)	0.035	\$1,302	\$1,325
16	Head	MS Golf Coach	(1)	0.035	\$1,302	\$1,325
16	Advisor	MS Percussion Ensemble	(1)	0.035	\$1,302	\$1,325
16	Advisor	MS Jazz Band	(1)	0.035	\$1,302	\$1,325
17	Director	Jazz Band	(1)	0.030	\$1,116	\$1,135
17	Director	MS Year Book	(1)	0.030	\$1,116	\$1,135
17	Advisor	MS Choir	(1)	0.030	\$1,116	\$1,135

					2020-21	2021-22
					\$37,196	\$37,847
LEVEL	TITLE	ACTIVITY	# OF POSITIONS UP TO	PERCENT	VALUE	VALUE
18	Advisor	Echo	(1)	0.025	\$930	\$946
18	Accompanist	HS/MS		0.025	\$930	\$946
18	Coordinator	Science Olympiad	(1)	0.025	\$930	\$946
19	Accompanist	HS Theatrical		0.020	\$744	\$757
19	Accomp/Choreo	MS Theatrical	(1)	0.020	\$744	\$757
19	Technician	Theatrical 1 per play up to 3		0.020	\$744	\$757
19	Advisor	National Honor Society	(1)	0.020	\$744	\$757
20	Elementary	Student Leadership Team Council	(1)	0.015	\$558	\$568
21	Advisor	H.S. Renaissance	(1)	0.010	\$372	\$378
21	High School	Activity		0.010	\$372	\$378
21	Middle School	Activity		0.010	\$372	\$378
21	Chaperones	Washington D.C. Trip		0.010	\$372	\$378
21	Elementary	Music	(2)	0.010	\$372	\$378
21	Elementary	Activity		0.010	\$372	\$378
22	Middle School	6th Grade Camp		0.002	\$74	\$76

School Counselors – Fifteen (15) Extended Days

Social Workers – Fifteen (15) Extended Days

Intervention Specialists – One (1) professional day for IEPs and Progress Monitoring per semester with prior approval from building principal.

Extended service contracts shall be paid at the bargaining unit member's per diem rate. The Board may grant additional extended service days to those listed above.

ARTICLE 18 – SUMMER SCHOOL

18.01 Teachers may indicate their interest in teaching summer school courses by completing a form and submitting it to the Superintendent's office no later than

May 1st. Full-time certified employees will be hired first for summer school assignments with the final decision being made by the Superintendent or his/her designee. Teachers will be notified by May 20th as to whether or not they will be teaching summer school

ARTICLE 19 – MILEAGE REIMBURSEMENT

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

ARTICLE 20 – SUBSTITUTE TEACHERS

- 20.01 A same effort will be made by the administration to secure a substitute teacher for a regular classroom teacher absent from class. In those instances, when a substitute teacher is unavailable, teachers may be asked to substitute for another teacher. Should this situation arise, the teacher shall be reimbursed if coverage of such class(es) reduces the teacher's weekly planning time to less than two hundred (200) minutes. Teachers will be paid thirty-five dollars (\$35.00) for each forty (40)-minute block of time or portion thereof that reduces planning under two hundred (200) minutes and/or a teacher is asked to double up. This reimbursement applies to both elementary and secondary levels and includes situations that may arise out of the absence of specialists (Elementary Art, Music, library, technology and Physical Education). Teachers have the right to refuse an administrator's substituting request or doubling up if s/he has already provided class coverage under this article two (2) times in any pay period.

Doubling up is defined as a classroom teacher taking responsibility of five (5) or more students from another teacher's class during a period in which the classroom teacher has a class assigned to him/her.

ARTICLE 21 – STRS PICKUP

- 21.01 "Pick-up" of the employee's contribution to the State Teacher's Retirement System (STRS).
- A. The Treasurer of the Board shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be Payable by the Board in two (2) parts: (1) deferred salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to

STRS on behalf of said employee as a “pick-up” of the STRS employee contribution otherwise payable by the employee. An employee’s cash salary shall be equal to said employee’s total annual salary less the amount of the “pick-up” for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

- C. The Board’s total combined expenditures for employee’s total annual salaries otherwise payable under their contracts (including “pick-up” amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the “pick-up”. The Board shall report for federal and Ohio income tax purposes as an employee’s gross income said employee’s total annual less the amount of the “pick-up”. The Board shall report for municipal income tax purposes as an employee’s gross income said employee’s total salary, including the amount of the “pick-up.” The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- F. The “pick-up” shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee’s option.
- G. This provision shall be effective and the “pick-up” shall apply to all payroll payments commencing with the 1984-85 school year.
- H. The current taxation or deferred taxation of the pick-up is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.
- I. Should the Board’s payment of deferred salary cause an individual bargaining unit member’s annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this Agreement by the Board.

ARTICLE 22 – RESIDENT EDUCATOR PROGRAM

22.01 Definitions:

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

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

22.02. Program Development and Screening Committee

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

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

22.03 Selection Process and Criteria for Mentor Teachers

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

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

Criteria for Selection:

- A. The applicant/nominee must have a minimum of five (5) consecutive years of teaching experience in the district.
- B. The applicant/nominee must have demonstrated above average teaching performance and must be willing to waive, for purposes of this procedure only, the confidentiality of performance evaluations, in order for the screening committee to review the application/nominee’s evaluations. The committee shall predetermine the criteria for “above average teaching performance” and shall determine whether an applicant’s teaching performance has met that criteria.

- C. The applicant/nominee must hold a valid teaching certificate and must currently be teaching in the same area of certification as the entry-year teacher. If such an applicant/nominee is not available, the committee will waive this criteria so that the entry year teacher will have a mentor who meets the other criteria listed in this section.
- D. The applicant/nominee must have demonstrated the ability to work cooperatively and effectively with the professional staff members.
- E. The applicant/nominee may be asked to complete an interview with the committee.
- F. The applicant/nominee must have extensive knowledge of a variety of classroom management and instructional techniques.
- G. The applicant/nominee must have the ability to maintain confidentiality.

22.04 Responsibilities:

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

- A. The pupils and community to be served;
- B. School policies, procedures, routines, and copies of the collective bargaining agreement between the Association and Board of Education;
- C. Courses of study, competency-based education program, and responsibilities or lesson plans;
- D. The layout and facilities of the assigned school building or buildings;
- E. The nature of the Resident Educator Program which will be provided; and
- F. Additional information an entry-year person may need to be adequately prepared for a specific assignment.

22.05 Each resident educator shall be provided with the following:

- A. Assistance in acquiring knowledge of this school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
- B. Assistance with management tasks identified as especially difficult for resident educator; and

- C. Assistance in the improvement of instructional skills and classroom management.
- D. The opportunity to consult/observe other teachers both within and outside the district.

22.06 Mentor Training:

Mentors shall be provided with the following:

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

22.07 Restrictions:

- A. A program of professional support mutually developed by the mentor teacher and resident educator shall not be developed or utilized as a part of the evaluation process.
- B. No mentor teacher shall participate in any informal or formal evaluation of a resident educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a resident educator or in any way provide evidence against any bargaining unit member.
- C. All interaction, written or oral, between the mentor teacher and the resident educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from the role as mentor teacher.
- D. No mentor teacher shall be assigned to more than one (1) resident educator at a time during a school year, unless no other mentor is available.

22.08 Protections:

- A. Other than a notation to the effect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decision.
- B. No resident educator shall be required to remain in a resident educator program for a period longer than four (4) school years.

- C. Not later than six (6) weeks after the initiation of the Resident Educator Program, the resident educator may exercise the option to have a new mentor teacher assigned.
- D. Not later than six (6) weeks after the initiation of the Resident Educator Program, the mentor teacher may exercise the option of asking for a change in assignment with a new resident educator.
- E. All evaluations of the resident educator shall be made by the assigned credentialed evaluator.

22.09 Compensation:

The mentor teacher shall be compensated in the following manner:

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

ARTICLE 23 – SALARY

23.01 The salary schedule effective August 1, 2020 – July 31, 2021, will have a B.A. (0) salary of thirty-seven thousand, one hundred ninety-six dollars (\$37,196) one and three-quarter percent (1.75%)] applied to the index and shown in Article 23.04. All bargaining unit members will receive a one (1)-time stipend five hundred dollars (\$500.00) to be paid on the first (1st) paycheck in December.

The salary schedule effective August 1, 2021 – July 31, 2022 will have a B.A. (0) salary of thirty-seven thousand, eight hundred forty-seven dollars [one and three-quarter percent (1.75%)] applied to the index as shown in Article 23.04.

23.02 Definition of Columns

- A. Non-Degree: No accredited college or university has granted a degree.
- B. B.A.: Bachelor Degree from an accredited college or university.
- C. BA+18: The attainment of eighteen (18) hours more than the minimum required for the granting of a Bachelor Degree. These hours must be earned subsequent to the granting of the degree. However, the hours may be either undergraduate or graduate level.
- D. M.A.: Master Degree from an accredited college or university.

- E. M.A.+15: Fifteen (15) graduate level semester hours earned subsequent to the granting of the Masters from an accredited college or university which are applicable toward maintaining current certification or adding certification.
- F. M.A.+30: Thirty (30) graduate level semester hours earned subsequent to the granting of a Masters from an accredited college or university which are applicable toward maintaining current certification or adding certification.
- G. PhD: PhD from an accredited Tier one (1) college or university

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

- A. 2020-2021 School year - Twenty-four dollars and fifty-four cents (\$24.54) per hour (represent 1.75%)
- B. 2021-2022 School year - Twenty-four dollars and ninety-seven-cents (\$24.97) per hour (represent 1.75%)
- C. Tutors will receive an additional twenty-five (25) cents per hour after five (5) years' experience.
- D. If a tutor or teacher is performing an after-school instructional program such as End-of-Course Exam instruction or All-Star Reading Instruction, etc., he/she will be paid the hourly rate at the BA-0 step.

23.04 Salary Index

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY INDEX

	ND	BA	BA+18	MA	MA+15	MA+30	PhD
0	0.8500	1.0000	1.0400	1.0842	1.1289	1.1755	
1	0.8900	1.0375	1.0816	1.1289	1.1755	1.2240	
2	0.9300	1.0764	1.1249	1.1755	1.2240	1.2745	
3	0.9700	1.1168	1.1699	1.2240	1.2745	1.3270	
4	1.0100	1.1587	1.2167	1.2745	1.3270	1.3818	
5	1.0500	1.2021	1.2653	1.3270	1.3818	1.4388	
6	1.0900	1.2472	1.3159	1.3818	1.4388	1.4981	
7	1.1300	1.2939	1.3686	1.4388	1.4981	1.5599	
8	1.1800	1.3425	1.4233	1.4981	1.5599	1.6243	
9	1.2300	1.3928	1.4802	1.5599	1.6243	1.6913	
10	1.2800	1.4450	1.5395	1.6243	1.6913	1.7610	
11	1.2800	1.4992	1.6010	1.6913	1.7610	1.8337	
12	1.2800	1.5555	1.6651	1.7610	1.8337	1.9093	
13	1.2800	1.5555	1.6651	1.8338	1.9093	1.9881	
14	1.2800	1.5555	1.6651	1.8338	1.9093	1.9881	
15	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291	2.1128
16	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291	2.1128
17	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291	2.1128
18	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291	2.1128
19	1.2800	1.5846	1.6984	1.8715	1.9487	2.0291	2.1564
20	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128	2.1564
21	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128	2.1564
22	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128	2.1564
23	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128	2.1564
24	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128	2.1564
25	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128	2.1764
26	1.3300	1.6440	1.7663	1.9487	2.0291	2.1128	2.1764
27	1.3800	1.6749	1.8016	1.9889	2.0709	2.1564	2.1764
30	1.4000	1.6949	1.8216	2.0089	2.0909	2.1764	2.1964
32	1.4200	1.7149	1.8416	2.0289	2.1109	2.1964	2.2403

23.05 Salary Schedule 2020-2021

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2020-2021 SCHOOL YEAR

BASE	37,195.60						
	ND	BA	BA+18	MA	MA+15	MA+30	PhD
0	31,616.00	37,196.00	38,683.00	40,327.00	41,990.00	43,723.00	
1	33,104.00	38,590.00	40,231.00	41,990.00	43,723.00	45,527.00	
2	34,592.00	40,037.00	41,841.00	43,723.00	45,527.00	47,406.00	
3	36,080.00	41,540.00	43,515.00	45,527.00	47,406.00	49,359.00	
4	37,568.00	43,099.00	45,256.00	47,406.00	49,359.00	51,397.00	
5	39,055.00	44,713.00	47,064.00	49,359.00	51,397.00	53,517.00	
6	40,543.00	46,390.00	48,946.00	51,397.00	53,517.00	55,723.00	
7	42,031.00	48,127.00	50,906.00	53,517.00	55,723.00	58,021.00	
8	43,891.00	49,935.00	52,941.00	55,723.00	58,021.00	60,417.00	
9	45,751.00	51,806.00	55,057.00	58,021.00	60,417.00	62,909.00	
10	47,610.00	53,748.00	57,263.00	60,417.00	62,909.00	65,501.00	
11	47,610.00	55,764.00	59,550.00	62,909.00	65,501.00	68,206.00	
12	47,610.00	57,858.00	61,934.00	65,501.00	68,206.00	71,018.00	
13	47,610.00	57,858.00	61,934.00	68,209.00	71,018.00	73,949.00	
14	47,610.00	57,858.00	61,934.00	68,209.00	71,018.00	73,949.00	
15	47,610.00	58,940.00	63,173.00	69,612.00	72,483.00	75,474.00	78,587.00
16	47,610.00	58,940.00	63,173.00	69,612.00	72,483.00	75,474.00	78,587.00
17	47,610.00	58,940.00	63,173.00	69,612.00	72,483.00	75,474.00	78,587.00
18	47,610.00	58,940.00	63,173.00	69,612.00	72,483.00	75,474.00	78,587.00
19	47,610.00	58,940.00	63,173.00	69,612.00	72,483.00	75,474.00	80,209.00
20	49,470.00	61,150.00	65,699.00	72,483.00	75,474.00	78,587.00	80,209.00
21	49,470.00	61,150.00	65,699.00	72,483.00	75,474.00	78,587.00	80,209.00
22	49,470.00	61,150.00	65,699.00	72,483.00	75,474.00	78,587.00	80,209.00
23	49,470.00	61,150.00	65,699.00	72,483.00	75,474.00	78,587.00	80,209.00
24	49,470.00	61,150.00	65,699.00	72,483.00	75,474.00	78,587.00	80,209.00
25	49,470.00	61,150.00	65,699.00	72,483.00	75,474.00	78,587.00	80,953.00
26	49,470.00	61,150.00	65,699.00	72,483.00	75,474.00	78,587.00	80,953.00
27	51,330.00	62,299.00	67,012.00	73,978.00	77,028.00	80,209.00	80,953.00
30	52,074.00	63,043.00	67,756.00	74,722.00	77,772.00	80,953.00	81,696.00
32	52,818.00	63,787.00	68,499.00	75,466.00	78,516.00	81,696.00	83,329.00

23.06 Salary Schedule 2021-2022

NEW PHILADELPHIA CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE 2021-2022 SCHOOL YEAR

BASE	37,846.52						
	ND	BA	BA+18	MA	MA+15	MA+30	PhD
0	32,170.00	37,847.00	39,360.00	41,033.00	42,725.00	44,489.00	
1	33,683.00	39,266.00	40,935.00	42,725.00	44,489.00	46,324.00	
2	35,197.00	40,738.00	42,574.00	44,489.00	46,324.00	48,235.00	
3	36,711.00	42,267.00	44,277.00	46,324.00	48,235.00	50,222.00	
4	38,225.00	43,853.00	46,048.00	48,235.00	50,222.00	52,296.00	
5	39,739.00	45,495.00	47,887.00	50,222.00	52,296.00	54,454.00	
6	41,253.00	47,202.00	49,802.00	52,296.00	54,454.00	56,698.00	
7	42,767.00	48,970.00	51,797.00	54,454.00	56,698.00	59,037.00	
8	44,659.00	50,809.00	53,867.00	56,698.00	59,037.00	61,474.00	
9	46,551.00	52,713.00	56,020.00	59,037.00	61,474.00	64,010.00	
10	48,444.00	54,688.00	58,265.00	61,474.00	64,010.00	66,648.00	
11	48,444.00	56,740.00	60,592.00	64,010.00	66,648.00	69,399.00	
12	48,444.00	58,870.00	63,018.00	66,648.00	69,399.00	72,260.00	
13	48,444.00	58,870.00	63,018.00	69,403.00	72,260.00	75,243.00	
14	48,444.00	58,870.00	63,018.00	69,403.00	72,260.00	75,243.00	
15	48,444.00	59,972.00	64,279.00	70,830.00	73,752.00	76,794.00	79,962.00
16	48,444.00	59,972.00	64,279.00	70,830.00	73,752.00	76,794.00	79,962.00
17	48,444.00	59,972.00	64,279.00	70,830.00	73,752.00	76,794.00	79,962.00
18	48,444.00	59,972.00	64,279.00	70,830.00	73,752.00	76,794.00	79,962.00
19	48,444.00	59,972.00	64,279.00	70,830.00	73,752.00	76,794.00	81,612.00
20	50,336.00	62,220.00	66,848.00	73,752.00	76,794.00	79,962.00	81,612.00
21	50,336.00	62,220.00	66,848.00	73,752.00	76,794.00	79,962.00	81,612.00
22	50,336.00	62,220.00	66,848.00	73,752.00	76,794.00	79,962.00	81,612.00
23	50,336.00	62,220.00	66,848.00	73,752.00	76,794.00	79,962.00	81,612.00
24	50,336.00	62,220.00	66,848.00	73,752.00	76,794.00	79,962.00	81,612.00
25	50,336.00	62,220.00	66,848.00	73,752.00	76,794.00	79,962.00	82,369.00
26	50,336.00	62,220.00	66,848.00	73,752.00	76,794.00	79,962.00	82,369.00
27	52,228.00	63,389.00	68,184.00	75,273.00	78,376.00	81,612.00	82,369.00
30	52,985.00	64,146.00	68,941.00	76,030.00	79,133.00	82,369.00	83,126.00
32	53,742.00	64,903.00	69,698.00	76,787.00	79,890.00	83,126.00	84,788.00

ARTICLE 24 – INSTRUCTIONAL ASSISTANTS

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

ARTICLE 25 – ASSOCIATION-ADMINISTRATION MEETINGS

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

concern; to keep both parties informed of changes and developments; to discuss matters pertaining to education related issues; to confer over potential problems in an effort to keep such matters from becoming major in scope.

- A. The Committee will meet no more than once a month unless additional meetings are mutually agreed to; such meeting will be held between Monday through Friday either before or after school hours.
- B. Any items of concern to be discussed at such meeting should be forwarded to the Principal or bargaining unit representatives at least two (2) work days prior to the established meeting dates.
- C. Prior to the commencement of school, a meeting may be held on a mutually acceptable date.

25.03 An Elementary Leadership Team (ELT) comprised of representatives from the elementary building leadership teams shall meet at least once (1) each quarter. The ELT shall be comprised of representatives from the intermediate/primary staff and the elementary administration. The committee shall be developed using an interest-based concept of sharing interests, needs, and concerns regarding issues brought to the committee. The committee will develop ground rules.

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

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

ARTICLE 26 – PARENT-TEACHER CONFERENCES

26.01 Bargaining unit members will participate in four (4) Parent Teacher conferences annually for three and one-half (3½) hours per conference. The first conference will occur at or before the first midterm of the designated grading period. The 2nd, 3rd, and 4th conferences will occur at the most appropriate time for effective communication at the 6-12 middle/high school building(s) or K-5 elementary building(s). Building staff will meet and discuss to determine the date(s)/time(s) of Parent Teacher conferences.

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

ARTICLE 27 – JOB DESCRIPTIONS

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

ARTICLE 28 – TUITION WAIVER

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

ARTICLE 29 – DRUG FREE WORKPLACE

- 29.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- 29.02 The manufacturing, distributing and/or dispensing of any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment as according to Ohio Revised Code §3319.16 and §3319.161.

- 29.03 The conviction, guilty or no contest plea of an employee for the possession and/or use of any controlled substance as defined in federal and state law while engaged in an activity related to work or the workplace shall be sufficient grounds to require the employee to immediately enter a treatment/rehabilitation program as a condition for continued employment and the employee may have to agree to a last chance agreement that waives the due process rights for a second occurrence.

ARTICLE 30 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 30.01 The New Philadelphia City Schools Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. The Committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.
- 30.02 The LPDC shall develop by-laws of operation which will oversee and review professional development plans for course work, continuing education units (CEU's), and/or other equivalent activities.
- 30.03 The term of office for members serving on the committee shall be two (2) years.
- 30.04 A. The committee shall be comprised of eight (8) members as follows:
Five (5) bargaining unit members
Three (3) administrators
- B. The five (5) bargaining unit members shall be appointed by the Association president. The three (3) administrative appointments shall be made by the Superintendent.
- C. In the event of a vacancy, the committee member shall be replaced in accordance with Section 30.04 (B) above.
- 30.05 The committee chairperson and secretary/recorder shall be determined by the majority vote of the committee members.
- 30.06 The District Local Professional Development Committee members shall determine the frequency, time, and place of meetings within the following parameters:
- A. The number of release day meetings in any one year shall be kept to a minimum.
- B. Attendance at any meetings scheduled for after school or in the summer shall be compensated at a rate equal to the hourly per diem of the bargaining unit member's base salary for up to twenty (20) hours per year. The LPDC shall be paid at Level 15 of the Supplemental Salary Schedule.

- 30.07 All district educators who are not working under a permanent certificate will prepare an Individual Professional Development Plan to address their personal, professional, and assignment goals as they relate to students, grade level and assignment, building, district, regional and our state expectations for performance.
- 30.08 The LPDC shall approve all CEU programs, course work for all licensed employees as included by statute, as well as other activities that may provide CEU's; and the LPDC shall establish and/or approve the criteria for the above programs.
- 30.09 A bargaining unit member may appeal the decision of the LPDC consistent with the Appeals Process determined in the by-laws of operation.

ARTICLE 31 – EMPLOYMENT OF RETIRED TEACHERS

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

- 31.01 Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this Agreement, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- 31.02 A Retiree shall be paid at the Bachelors - 5 years' salary step level, if Bachelors, and the Masters - 5 years' salary step level, if Masters, regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.
- 31.03 A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Section 8.03 of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §3319.11 and §3319.111.
- 31.04 A Retiree shall accumulate and may use sick leave in accordance with Article 7 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 11 of the Negotiated Agreement upon conclusion of employment as a Retiree.

- 31.05 A Retiree shall not accumulate seniority in the bargaining unit.
- 31.06 The Board and the Association expressly intend that this Article supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, seniority and severance pay.

ARTICLE 32 – PROGRESSIVE DISCIPLINE

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

ARTICLE 33 – DURATION AND INTENT OF AGREEMENT

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

- 33.02 If any provision of the total agreement or any application of the total agreement shall be found contrary to law, the parties shall meet within ten (10) days of a request by either party to determine the extent, if any, to which changes must be made.
- 33.03 Both parties and their constituents agree to comply with the provisions of the contract.
- 33.04 The Agreement has been negotiated in good faith by the above-mentioned parties and shall become effective August 1, 2020 and shall remain in effect through July 31, 2022.
- 33.05 This document represents the total agreement between the parties.

FOR THE UNION		FOR THE BOARD	
	1/7/21		12-18-20
President	Date	President	Date
	1/7/21		12-18-20
Vice President	Date	Superintendent	Date
	1/7/21		12/19/20
Secretary	Date	Treasurer	Date
	1/7/21		
Treasurer	Date		

APPENDIX A – HEALTHCARE SCHEDULE OF BENEFITS

EFFECTIVE UNTIL DECEMBER 31, 2020

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

EFFECTIVE JANUARY 1, 2021

PLAN NAME	\$375 DEDUCTIBLE	
BENEFITS	IN NETWORK	OUT OF NETWORK
Deductible - Single/Family	\$375/\$750	\$750/\$1,500
Coinsurance	85%	60%
Coinsurance Max (Excl. Ded.)	\$750/\$1,500	\$1,500/\$3,000
Total Out of Pocket Maximum	\$1,125/\$2,250	\$2,250/\$4,500
PHYSICIAN/OFFICE SERVICES		
Office Visit - PCP/Specialist	\$15/\$25	40% after deductible
Surgical Services	\$15/\$25	40% after deductible
Urgent Care	\$35	40% after deductible
Immunizations	\$15/\$25	40% after deductible
Allergy Testing	\$15/\$25	
PREVENTATIVE SERVICES		
Routine Physical Exam (18+)	100%	40% after deductible
Well Child Care	100%	40% after deductible
Routine Mammogram	100%	40% after deductible
Routine Pap Test	100%	40% after deductible
OUTPATIENT SERVICES		
Surgical Services	15% after deductible	40% after deductible
Diagnostic Services	15% after deductible	40% after deductible
Emergency Room - Emergency	\$100 copay	\$100 copay
Speech Therapy	\$25 per visit	40% after deductible
Physical/chiro/occupational (see summary)		
INPATIENT FACILITY		
Semi-Private Room & Board	15% after deductible	40% after deductible
Maternity	15% after deductible	40% after deductible
Skilled Nursing Facility (see summary)	15% after deductible	40% after deductible
ADDITIONAL SERVICES		
Durable Medical Equipment	15% after deductible	30% after deductible

PRESCRIPTION DRUGS	Rx E
Generic	\$15
Formulary Brand	\$30
Non-Formulary Brand	\$45
Mail Order	\$30/\$60/\$90

APPENDIX B – DENTAL SCHEDULE OF BENEFITS

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

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

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

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

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

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

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

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

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

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

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

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

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

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

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

Benefits will cease at the end of the month.

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

APPENDIX C – VOLUNTARY VISION BENEFITS

New Philadelphia Voluntary Vision Benefits

VISION BENEFITS

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

APPENDIX D – TEACHER PERFORMANCE EVALUATION RUBRIC

Teacher Performance Evaluation Rubric

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.
	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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	<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>
<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.	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.

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 does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</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 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>Feedback to students is general, occasional or limited and may not always support student learning.</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 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 gives students substantive, specific and timely feedback to support their learning.</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 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 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>	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.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	<p>Learning is entirely teacher directed. Students are not participating in learning activities.</p> <p>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.</p>	<p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>

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.
	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 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 some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. 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.	There is 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 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 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 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.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT

DOMAINS	Components	Ineffective	Developing	Skilled	Accomplished
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) <i>Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference</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 modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	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. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	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.	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.	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.

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.
	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.
	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.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	Components	Ineffective	Developing	Skilled	Accomplished
	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.

APPENDIX E – TEACHER PRE-OBSERVATION CONFERENCE FORM

Teacher Evaluation System

New Philadelphia City Schools

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

Name _____ Administrator _____

Subject Area(s)/Assignment: _____

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

Additional comments:

Teacher Signature Date
Obs 1 Date _____ Obs 2 Date _____

Evaluator Signature Date
Pre-Conf Date _____

APPENDIX F – TEACHER SELF-ASSESSMENT SUMMARY TOOL

Ohio Teacher Evaluation System

Self-Assessment

Self-Assessment Summary Tool

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

Name: _____

Date: _____

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

APPENDIX G – TEACHER PROFESSIONAL GROWTH PLAN

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 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.

APPENDIX H – TEACHER IMPROVEMENT PLAN

Improvement Plan

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.

APPENDIX I – CLASSROOM WALKTHROUGH AND INFORMAL OBSERVATION

**Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0**

Walkthrough: General Form

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

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

Directions: This form serves as a record of a walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation, nor is this an exhaustive list of evidence that may be observed. This record, along with records of additional informal observations, will be used to inform the holistic evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals	<input type="checkbox"/> Communication strategies and questioning techniques check for understanding and encourage higher-level thinking
<input type="checkbox"/> Instructional time is used effectively	<input type="checkbox"/> Information is presented in multiple formats
<input type="checkbox"/> Teacher combines collaborative and whole class learning opportunities	<input type="checkbox"/> Routines, procedures and transitions are consistent, effective and maximize instructional time
<input type="checkbox"/> Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident	<input type="checkbox"/> Feedback is substantive, specific, timely and supports student learning
<input type="checkbox"/> Lesson makes clear and coherent connections with student prior learning and future learning	<input type="checkbox"/> Teacher selects, develops and uses multiple assessments
<input type="checkbox"/> Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students	<input type="checkbox"/> Teacher uses differentiated instructional strategies and resources for groups of students
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Identified Focus Area(s) and Aligned Evidence, if Applicable:

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

Walkthroughs/Informal Observations Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

Teacher Name:

Grade(s)/Subject Area(s):

Date:

Evaluator Name:

Time Walkthrough Begins:

Time Walkthrough Ends:

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____

Photocopy to Teacher

FINAL March 27, 2020

APPENDIX J – TEACHING POST-OBSERVATION CONFERENCE FORM

Teacher Evaluation System

New Philadelphia City Schools

Name _____ Administrator _____

Subject Area(s)/Assignment: _____

Observation 1

Date _____

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

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

Additional comments:

TEACHING POST-OBSERVATION CONFERENCE FORM

Teacher Evaluation System

New Philadelphia City Schools

Name _____ Administrator _____

Subject Area(s)/Assignment: _____

Observation 2

Date _____

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

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

Additional comments:

TEACHING POST-OBSERVATION CONFERENCE FORM

Teacher Evaluation System

New Philadelphia City Schools

Name _____ Administrator _____

Subject Area(s)/Assignment: _____

Observation 3

Date _____

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

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

Additional comments:

APPENDIX K – TEACHER OBSERVATION SUMMARY REPORT FORM

New Philadelphia City School District
Observation Summary Report Form

Teacher: _____

Evaluator: _____

Date: _____

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

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

<u>Additional Collaboration</u>	
Areas	Comment/Suggestions – Administrator
Reinforcement	
Refinement	

Teacher Comments:

Teacher Signature: _____ Evaluator Signature: _____

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

APPENDIX L – TEACHER FINAL HOLISTIC RATING

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Formal Focused Observation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Focus Area(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				
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	Dates:			
Mark Domain Area(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 Focus Area(s) Comments:	Date of Observation: Date of Conference: Comments:			
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)			
Progress on Professional Growth Plan Goal(s):	<input type="checkbox"/> Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	<input type="checkbox"/> Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)		
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
• Carry forward from previous rating				

End of Cycle (Full evaluation required in the next school year)

Check here if Improvement Plan has been recommended.

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____

APPENDIX M – SCHOOL COUNSELOR EVALUATION RUBRIC

School Counselor Evaluation Rubric

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

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

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

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

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

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

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

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

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

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

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.

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

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

APPENDIX N – SCHOOL COUNSELOR FINAL SUMMATIVE RATING

Ohio School Counselor Evaluation System

Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

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

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

Check here if Improvement Plan has been recommended.

School Counselor Signature _____

Date _____

Evaluator Signature _____

Date _____

APPENDIX O – SCHOOL COUNSELOR PROFESSIONAL GROWTH PLAN

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

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

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

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

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

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

APPENDIX P – SCHOOL COUNSELOR IMPROVEMENT PLAN

Ohio School Counselor Evaluation System

Improvement Plan

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name:
School Year:

Date of Improvement Plan Conference:
Building:

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____

Date:

Evaluator's Signature: _____

Date:

Improvement Plan: Evaluation of Plan

School Counselor Name:
School Year:

Date of Evaluation:
Building:

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

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

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

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

School Counselor's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

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

APPENDIX Q – NON OTES EMPLOYEE EVALUATION FORM

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

Employee's Last Name	First	Middle	Position(s) of Employee
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District	School	Evaluator	Interview/Conference Date
----------	--------	-----------	---------------------------

School Year: _____ Evaluation: (Check 1) One Two

For classroom observation use:

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

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

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

PERFORMANCE EVALUATION

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

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

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

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

<input type="checkbox"/> SATISFACTORY	<input type="checkbox"/> UNSATISFACTORY
<p>Performance demonstrates:</p> <p>Clear expectations for student achievement with value placed on the quality of student work</p> <p>Evidence of learning opportunities for all students</p> <p>Appropriate interactions between teacher and students and among students</p> <p>Effective classroom routines and procedures resulting in little or no loss of instructional time</p> <p>Clear standards of conduct and effective management of student behavior</p> <p>Safe and skillful organization of physical space, to the extent it is under the control of the teacher, that provides accessibility to learning and to the use of resources.</p>	<p>Performance Demonstrates:</p> <p>Unclear expectations for student achievement with little or no value placed on the quality of student work.</p> <p>Little attention to equitable learning opportunities for students</p> <p>Inappropriate or disrespectful interactions between teacher and students and among students</p> <p>Inefficient classroom routines and procedures resulting in loss of instructional time</p> <p>Absent or unclear standards of conduct, or ineffective management of student behavior</p> <p>Unsafe or inadequate organization of physical space, to the extent it is under the control of the teacher, to provide accessibility to learning and to the use of resources, materials, and technology.</p>

Sources of Evidence (Check all that apply and include dates, types/titles, and number)

- | | |
|---|---|
| <input type="checkbox"/> Classroom Observations | <input type="checkbox"/> Visual Technology |
| <input type="checkbox"/> Informal Observations/Visits | <input type="checkbox"/> Resources/Materials/Technology/Space |
| <input type="checkbox"/> Teacher Conferences/Interviews | <input type="checkbox"/> Other |

Justification for Evaluation

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

SATISFACTORY	UNSATISFACTORY																
<p>Performance Demonstrates:</p> <p>Making learning goals and instructional procedures clear to the student</p> <p>Effective use of questioning and discussion strategies that encourage many students to participate</p> <p>Encourage the engagement of students in learning and provide adequate pacing of instruction</p> <p>Accurate and constructive feedback to students on their learning</p> <p>Appropriate use of informal and formal assessments to meet learning goals and to monitor student learning</p> <p>Flexibility and responsiveness in meeting the learning needs of students.</p>	<p>Performance Demonstrates:</p> <p>Unclear or inappropriate communication of procedures and poor explanations of content</p> <p>Ineffective use of questioning and discussion strategies and little student participation</p> <p>Little or no encouragement to engage students in learning and inadequate pacing of instruction</p> <p>Inaccurate or inappropriate feedback to students on their learning</p> <p>Little or inappropriate use of formal and informal assessments to meet learning goals and to monitor student learning</p> <p>Inflexibility in meeting the learning needs of students.</p>																
<p>Sources of Evidence (Check all that apply and include dates, types/titles, or number)</p> <table border="0"> <tr> <td><input type="checkbox"/> Classroom Observations</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Student Assignment Sheets</td> <td>See Attachment EVA I</td> </tr> <tr> <td><input type="checkbox"/> Informal Observations/Visits</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Student Work</td> <td>See Attachment EVA I</td> </tr> <tr> <td><input type="checkbox"/> Assessment Materials</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Instructional Resources/Materials/Technology</td> <td>See Attachment EVA I</td> </tr> <tr> <td><input type="checkbox"/> Teacher Conferences/Interviews</td> <td>See Attachment EVA I</td> <td><input type="checkbox"/> Other</td> <td>See Attachment EVA I</td> </tr> </table>		<input type="checkbox"/> Classroom Observations	See Attachment EVA I	<input type="checkbox"/> Student Assignment Sheets	See Attachment EVA I	<input type="checkbox"/> Informal Observations/Visits	See Attachment EVA I	<input type="checkbox"/> Student Work	See Attachment EVA I	<input type="checkbox"/> Assessment Materials	See Attachment EVA I	<input type="checkbox"/> Instructional Resources/Materials/Technology	See Attachment EVA I	<input type="checkbox"/> Teacher Conferences/Interviews	See Attachment EVA I	<input type="checkbox"/> Other	See Attachment EVA I
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<p>Justification for Evaluation</p>																	

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

SATISFACTORY	UNSATISFACTORY																
<p>Performance Demonstrates:</p> <p>Full adherence to school and district procedures and regulations related to attendance, punctuality, and the like.</p> <p>Full and active compliance with school and district requirements for maintaining accurate and complete records</p> <p>Full and active compliance with district requirements for communicating with families regarding student needs/improvement</p> <p>Full and frequent participation in professional development events/opportunities, consistent application of new learning in the classroom, and sharing of learning with colleagues</p>	<p>Performance Demonstrates:</p> <p>Little and/or irregular compliance to school and district procedures and regulations related to attendance, punctuality, and the like</p> <p>Inefficient or ineffective system for maintaining accurate records that is not in compliance with school or district guidelines and</p> <p>Infrequent or inappropriate communication with families to understand student needs and development</p> <p>Little or infrequent participation in professional development opportunities, little application of new learning in the classroom and little sharing of learning with colleagues</p>																
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<input type="checkbox"/> Teacher Conferences/Interviews	See Attachment EVA I	<input type="checkbox"/> Other	See Attachment EVA I														
<p>Justification for Evaluation</p>																	

APPENDIX R – ORAL WARNING FORM

Name of staff member _____

Date of Oral Warning _____

Topic of Oral Warning _____

Staff member signature

Administrator signature

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

APPENDIX S – REQUEST FOR SICK LEAVE DONATION PROGRAM

Employee's Name _____

I am requesting _____ (number of days) from the Sick Leave Donation Program.

The reason I am requesting a sick leave donation is: _____

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to the Sick Leave Donation Program.
2. I understand that the number of days granted cannot exceed the number of days that have been donated up to a maximum of thirty (30) days for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. After the thirty (30) days have been exhausted, I understand that I may submit an additional request to be considered by the Sick Leave Donation Committee. The Sick Leave Donation Committee may consider the additional request.
3. I have read the guidelines for use of the Sick Leave Donation Program in the Negotiated Agreement.
4. I understand that I am only eligible to use the Sick Leave Donation Program during the current school year.

I have read all of the above statements and agree to abide by the conditions.

Date _____

Name of person making request

(Name may be withheld on donation request form upon request of person making request for Sick Leave Donation Program)

I DO _____ I DO NOT ____ request that my name be withheld

Date _____ Approved by Committee

One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF EDUCATION OF THE
NEW PHILADELPHIA CITY SCHOOL DISTRICT**

AND

THE NEW PHILADELPHIA EDUCATION ASSOCIATION

OTES 1.0, OSCES, and Non-OTES Evaluation for the 2020-2021 School Year

This Memorandum of Understanding (“MOU”) is entered into this ___ day of September, 2020, between the New Philadelphia Education Association (the “Association”), by and through its duly-authorized President, and the Board of Education of the New Philadelphia City School District (the “Board”), by and through its duly-authorized Superintendent (collectively the “Parties”).

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (the “Agreement”), which is effective from July 1, 2020 through June 30, 2022;

WHEREAS, the Board and the Association collectively agreed to extend the use of OTES 1.0 into the 2020-2021 school year;

WHEREAS, such HB 197 provisions and subsequent Ohio Department of Education (“ODE”) guidance provide that student growth measures would not be a part of the evaluation process for the 2020-2021 school year;”

WHEREAS, the Board and the Association recognize that the circumstances of COVID-19 and the modifications to the standard face to face instructional environment will impact the utilization and application of the OTES 1.0 rubric and the OSCES rubric;

WHEREAS, the Section Seven Article E of the Agreement includes provisions for teacher evaluations under the Ohio Teacher Evaluation System (OTES);

WHEREAS, given the Director’s Orders, relevant HB 197 provisions, and ODE’s subsequent guidance, the Board wishes to outline teacher, school counselor and non-OTES evaluation terms related to members of the Association covered by the Agreement for the 2020-2021 contract year in accordance with the terms and conditions set forth in this MOU;

WHEREAS, the Parties jointly agree that it is in their mutual best interest to modify the Agreement with regard to such teacher evaluation provisions;

NOW THEREFORE, given the unprecedented circumstances, the Parties agree to the following MOU:

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

Code 3319, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.

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

- 10.02 District administrators who are credentialed shall be responsible for evaluation of the performance of teachers/school counselors. The evaluator shall also be credentialed by the Ohio Department of Education to administer the Ohio Teacher Evaluation System (OTES)/Ohio School Counselor Evaluation System (OSCES) so long as such credentialing exists. If a teacher/school counselor is being evaluated by someone other than his/her building principal or immediate supervisor, the teacher/school counselor will be notified of their intended credentialed evaluator no later than Sept 15 or within thirty (30) days of employment if employed after the start of the school year. However, bargaining unit members shall not serve as credentialed evaluators. Where a teacher/school counselor is under a continuing contract or under consideration for renewal/non-renewal or under an improvement plan, a District administrator will serve as the Credentialed Evaluator. The Credentialed Evaluator assigned to the teacher/school counselor shall complete all components of the Teacher/School Counselor Performance component except in the case of extenuating circumstances.
- 10.03 All teachers/school counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walk-throughs each school year. The first observation will occur before the conclusion of the first semester. No teacher/school counselor may be evaluated more than once annually.

A teacher/school counselor who is assigned an evaluation rating of Accomplished on the teacher's/school counselor's most recent evaluation conducted under this section shall be evaluated once (1) every three (3) school years, unless his/her contract is up for renewal. The triennial evaluation shall be completed by May 1 of the applicable school year, and the teacher/school counselor shall receive a written report of the evaluation by May 10 of that school year. Such teacher/school counselor must meet with a credentialed evaluator who shall conduct one (1) formal observation (a pre-conference if requested by teacher/school counselor) and one (1) post-conference with the teacher/school counselor for each year the evaluation cycle is deferred.

A teacher/school counselor who is assigned an evaluation rating of Skilled on the teacher's/school counselor most recent evaluation conducted under this section shall be evaluated once every two (2) school years, unless his/her contract is up for renewal. The biennial evaluation shall be completed by May 1 of the applicable

school year, and the teacher/school counselor shall receive a written report of the evaluation by May 10 of that school year. Such teacher/school counselor must meet with a credentialed evaluator who shall conduct one (1) formal observation (a pre-conference if requested by the teacher/school counselor) and one (1) post-conference with the teacher/school counselor for each year the evaluation cycle is deferred.

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

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

- 10.04 Teachers/school counselors who are on a limited or extended limited contract and who are under consideration for non-renewal shall be evaluated based on at least three (3) formal observations of at least thirty (30) minutes each and periodic walk-throughs during the last year of their contract. The Superintendent may waive the third (3rd) observation, if the teacher/school counselor is not being considered for non-renewal.
- 10.05 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the 21 days. (Calendar days exclude Winter and Spring breaks for this Article only).
- 10.06 All teacher/school counselor evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10. A final summative rating of teacher/school counselor effectiveness form (Appendices M/Q) will be completed, signed by the evaluator and the teacher/school counselor. The teacher's/school counselor's signature should not be construed as evidence that the teacher/school counselor agrees with its contents.
- 10.07 Evidence provided by the teacher/school counselor and gathered by the evaluator during the pre-conference, formal observations, walk-throughs, post-conference, required school sponsored events, and other substantiated factors impacting the teacher's/school counselor's performance or professionalism will be used by the evaluator when applying the Performance Rubric. All observation of teacher/school counselor work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher/school counselor. A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules,

lesson plans, portfolios, summative assessments, and student work samples. A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized tests, course completion, graduation rate, attendance, ACT/SAT, discipline reports, office referrals, counselor logs, teacher feedback surveys, backpack web, Ohio means jobs, acceptance rates, and exposure to post-secondary options/surveys.

- 10.08 All evaluation documents and rubrics (print or digital) used will be based on documents from the ODE OTES/OSCES or other forms that have been mutually agreed upon. A teacher/school counselor may include a written response within ten (10) work days of receipt of an observation (formal or informal), a walk-through, or a summative rating.
- 10.09 The formal observation shall consist of: a pre-observation conference, an observation, and a post-conference. Formal observations shall be conducted in collaboration with the credentialed evaluator and the teacher/school counselor. The pre- observation conference will occur within five (5) work days of the observation and the post-conference will occur within ten (10) work days following the observation, unless the teacher/school counselor or administrator is absent during that observation or evaluation timeframe, or unless other extenuating circumstances exist. The teacher/school counselor will provide the pre-observation form to the credentialed evaluator at least one (1) school day prior to the pre-observation conference. The teacher/school counselor will provide the post-observation form to the Credentialed Evaluator at least one (1) school day prior to the post-observation conference. At the post-observation conference, the Credentialed Evaluator and teacher/school counselor will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form that the Credentialed Evaluator brings to the post-observation conference.
- 10.10 A walkthrough/informal observation (“walkthrough”) is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator. There shall be no more than six (6) walkthroughs per Teacher/school counselor Performance Cycle, unless additional are requested by the teacher/school counselor. The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walk-through. A walkthrough shall be at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes. Within five (5) work days of completing the walkthrough, the evaluator shall provide the teacher/school counselor a copy of the Walkthrough/Informal Observation Data Form. If the teacher/school counselor requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs. The teacher/school counselor request to meet with the evaluator must occur within two (2) school days following the receipt of the Walkthrough/Informal Observation Data Form.
- 10.11 Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on teacher performance prescribed in Ohio law.

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

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

- 10.12 Within ten (10) calendar days of receiving the final summative rating of teacher/school counselor effectiveness form, a teacher/school counselor has the right to make a written response to the evaluation and to have it attached to the final summative rating of teacher/school counselor effectiveness form that is placed in the teacher's/school counselor personnel file.

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

Any teacher/school counselor who was on leave from the school district for fifty percent (50%) or more of the school year shall be exempt from the evaluation process.

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

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

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

- 10.17 Effectiveness Rating shall be calculated utilizing the procedures under Ohio law.

- 10.18 The Superintendent or designee shall annually file a report to the Department of Education including only information required by law.

- 10.19 Only the final evaluation rubric and the final summative rating of teacher/school counselor effectiveness form are to be placed in a teacher's/school counselor's file. The forms will be signed and dated by both the administrator and the teacher/school counselor. Signatures indicate only that the forms were seen by

the teacher/school counselor and administrator, not necessarily agreement with the contents.

- 10.20 Upon request, the credentialed Evaluator shall provide the teacher/school counselor with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors/required events impacting the teacher's/school counselor's performance or professionalism that have impacted the performance rubric.
- 10.21 No teacher/school counselor shall be required to complete a Self-Assessment Form (e.g. OTES/OSCES Self-Assessment Form). This tool may be used by teachers/school counselor as a resource.
- 10.22 Video or audio devices shall not be used to record a teacher's classroom instructional performance for the evaluations by the Credentialed Evaluator. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their residency requirements as evidence to assess teacher performance (OTES).
- 10.23 Any teacher/school counselor who submits notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise to be conducted, will not be evaluated.
- 10.24 Professional Growth & Improvement Plans

10.241 Professional Growth Plan

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

10.242 Improvement Plan

- a. The Credentialed Evaluator for each teacher/school counselor with an Ineffective rating either on the final summative evaluation or as identified in the post-observation conference form will develop an Improvement Plan for the teacher/school counselor to respond to Ineffective ratings in performance.
- b. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher/school counselor performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Forms (Appendices H/T). A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OSCES Rubric. The Credentialed Evaluator shall meet with the teacher/school counselor to review the Improvement Plan and

receive input from the teacher/school counselor before the Improvement Plan is finalized and implemented.

- c. If the District anticipates taking adverse employment action based on a Teacher's/School Counselor's Performance, the teacher/school counselor shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.
 - i. If a teacher/school counselor on an Improvement plan requests a support teacher/school counselor, the Credentialed Evaluator shall identify a support teacher/school counselor (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator). A support teacher/school counselor cannot be requested or directed to provide any information regarding the confidential discussion with the supported bargaining unit member.
 - ii. Support Teacher/School Counselor: A mentor teacher/school counselor who supports a teacher/school counselor who has been placed on an improvement plan.
- d. An Improvement Plan based on Ineffective teacher/school counselor rating will be revisited in at least twenty-eight (28) calendar day intervals to see whether the teacher's/school counselor's performance has improved and whether to modify or end the plan.

A copy of the Improvement Plan form is in Appendices H/T.

10.25 Any teacher may volunteer to accept a student teacher during the school year. No teacher shall be assigned a student teacher.

10.26 Electronic Teacher and Principal Evaluation System (eTPES)

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

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

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

10.27 District Evaluation Committee

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

The District Evaluation Committee is responsible for:

1. Reviewing and making recommendation on the OTES and non-OTES evaluation procedures and instruments.
2. Researching and determining High Quality Student Data.
3. Provides guidance and support for Metrics for Student Outcomes.
4. Approves Metrics for Student Outcomes.
5. Making recommendations as set forth throughout Article 10 titled Teacher/School Counselor Evaluation.
6. Shall develop the evaluation process and instruments for the non-OTES evaluation system and make a recommendation(s) during the term of this contract.
7. The Evaluation Committee will meet no later than October 31, 2020 to review, discuss, and make a recommendation for the 2020-2021 school year on conducting virtual observations and walkthrough utilizing the OTES/NonOTES/School Counselor rubric.
8. The Evaluation Committee will review the OTES 1.0 rubric and provide specific examples on how members can demonstrate skilled and accomplished performance measures. This guidance will allow opportunities for individuals who were impacted by the removal of SLOs in July 2020 to achieve final summative rating equal to or greater than those final summative ratings received in 2019.

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

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

NON-OTES Employees

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

- 10.28 Evaluation of non-OTES certified staff. The evaluation of teachers, who spend fifty percent (50%) or less of his/her time providing content-related student instruction, shall be in accordance with this procedure, 10.24. The goal of the policy and the formal evaluation procedure is improvement of instruction.
- 10.29 Building and/or assistant principals shall be primarily responsible for evaluation of the performance of teachers. Other administrative personnel may engage in teacher evaluation from time to time.
- 10.30 All teachers shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walk-throughs each school year. No teacher shall be evaluated more than once (1) annually. The first observation will occur before the conclusion of the first semester.
- 10.31 Teachers who are on a limited or extended limited contract and who are under consideration for nonrenewal shall be evaluated based on at least three (3) formal observations and periodic walk-throughs during the last year of their contract. The parties agree that teachers who are in their probationary period, who will not be renewed, shall not be subject to this three (3) formal observation requirement.
- 10.32 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the twenty-one (21) days.
- 10.33 All teacher evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10.
- 10.34 Evidence provided by the teacher and gathered by the evaluator during the pre-conference, formal observations, informal observations (including at school sponsored events), walk-throughs, post-conference and other factors impacting the teacher's performance or professionalism will be used by the evaluator when compiling the summative evaluation.
- 10.35 All evaluation documents (print or digital) placed in the Appendix (to be developed). The evaluator will give a copy of the completed observation form(s) to the teacher at least one (1) day in advance of the post-observation conference. Changes to the observation form information may be made as a result of additional information gathered in the post-observation conference. A teacher may include a written response within ten (10) work days of receipt of an observation (formal or informal), a walk-through, or a summative rating.

- 10.36 The formal observation shall consist of: a pre-conference, an observation, and a post-conference. The pre-conference will normally occur within five (5) work days of the observation. The post-conference will normally occur within fifteen (15) work days following the observation, unless the teacher or administrator is absent during that timeframe. A summative evaluation will normally be completed within ten (10) working days of the last observation post-conference. All observations and other documented items will be consolidated into the summative evaluation (form to be developed). A copy of the summative evaluation will be given to the teacher. Time limits may be extended by mutual agreement.
- 10.37 When the overall performance or performance within an individual category of a teacher is ineffective, the evaluator shall indicate such on the form (to be developed) including reasons for the ineffective rating. The teacher shall have the right to request a follow-up conference following the summative evaluation conference.
- 10.38 When a problem is identified, the evaluator will assist the teacher to set up written goals and objectives for improvement in the problem area(s). The goals and objectives will denote what type of assistance will be provided by the administration. The teacher is responsible for implementing reasonable suggestions for improvement. The teacher's signature on the goals and objectives will not constitute agreement with the goals and objectives, but only that the teacher has seen them.
- 10.39 Final observation documents and final summative evaluation documents will be placed in the teacher's personnel file.

The Parties agree that implementation of the changes agreed to under the terms of this MOU is subject to the Grievance Procedure.

The Parties understand and agree that the terms of this MOU shall prevail over any contrary terms in the Agreement between the Board and the Association. All other provisions in the Agreement shall remain in full force and effect as written, and the Parties acknowledge that any subsequent changes to the Agreement or any successor agreement must be accomplished through bargaining in accordance with Ohio law.

This MOU shall set no precedent in any other matter between the Parties and shall not be referred to by any party in any other matter unrelated to this MOU or in regard to any other employee issues.

This MOU constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by the Parties.

The representatives of the Board and the Association affirm that they have full authority to execute this MOU for their respective parties.

FOR THE ASSOCIATION:

Jill Rippeth, NPEA President

**FOR THE NEW PHILADELPHIA CITY
SCHOOL DISTRICT BOARD OF
EDUCATION:**

David Brand, Superintendent

Board President

Letter of Intent

The New Philadelphia City School District Board of Education (“Board”) and the New Philadelphia Education Association (“Association”) are parties to a Negotiated Agreement (“Agreement”) that is in effect from August 1, 2020 through July 31, 2022. The parties agree that while the terms set forth below are not to be considered a part of the Agreement, and is not subject to the grievance procedure, it is the intent of the parties to follow and be bound by the terms set forth below

- A. Effective the Monday following the date the Agreement is ratified by both parties until July 31, 2022
1. Pursuant to Article 6.01.A of the Negotiated Agreement, there are a maximum of two (2) early morning planning/collaboration meetings per week that may be scheduled by the building or District administration, and the remaining early morning time in the week is designated as teacher directed team collaboration meeting time. Teacher directed time can be used to plan and collaborate with grade level teams, with teaching partners, with instructional support personnel, and/or with student services personnel. Teacher directed team collaboration meeting time does not have to be a formalized PLC format, however, district administration may ask collaborate groups to provide general information on the topics discussed.
 2. Teachers are expected to monitor student progress and mastery of Ohio's Learning Standards in order to focus their instructional goals and meet student learning needs. This monitoring should be done weekly and be available to submit to building principal(s) upon request except for item 3 below.
 3. One of the two building or District administration directed planning/collaboration meetings will be used for the teachers to engage in objective tracking for the week. If one of the two days planning/collaboration meetings is not scheduled during a week to allow for teachers to engage in objective tracking for the week, the teachers will not be required to provide objective tracking data for that week.
- B. Effective the Monday following the date the Agreement is ratified by both parties until July 31, 2021
1. Due to the impact of COVID-19 on the educational environment, the need to social distance, and the need to disinfect/sanitize in light of COVID-19, the Board and NPEA agree for the 2020-21 school year, administration is permitted to assign up to one (1) of the elementary planning/collaboration meeting per week to be included in the two hundred (200) minutes of weekly planning and preparation time.
 2. The ELT will meet to discuss the incorporation of social emotional standards into the elementary curriculum. This committee will make recommendations

to the labor management committee on how the district will implement these standards.

This Letter of Intent is not intended as precedent setting and shall not constitute a past practice. Additionally, the parties acknowledge and agree that this Agreement is not subject to the grievance process

In all other respects, the terms of the Negotiated Agreement remain unchanged and are in full force and effect for the remainder of its term.

IN WITNESS WHEREOF, the parties have entered into this Letter of Intent on the date first set forth above.

NEW PHILADELPHIA EDUCATION
ASSOCIATION

NEW PHILADELPHIA CITY SCHOOL
DISTRICT BOARD OF EDUCATION

BY: _____
NPEA President

BY: _____
Superintendent