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MASTER AGREEMENT

BETWEEN THE

CHIPPEWA EDUCATION ASSOCIATION

AND

CHIPPEWA LOCAL BOARD OF EDUCATION

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2026

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ARTICLE I – RECOGNITION

A. Recognition of the CEA

1. The Chippewa Local School District Board of Education (hereinafter referred to as “Board”) recognizes the Chippewa Education Association (CEA), an affiliate of Ohio Education Association (OEA), National Education Association (NEA) (hereinafter referred to as “CEA”) as the exclusive representative for all certificated staff, including long-term substitutes, excluding building principals, all Central Office Administrators or Supervisors, such as elementary coordinator, supervisor of psychological services, director of services, supervisor of elementary library services, elementary enrichment coordinator, substitute employees, educational aides, if any, unless otherwise determined by the State Employment Relations Board (SERB).

2. The term employee as used in this Agreement shall refer to those persons included in the bargaining unit.

3. Tutor Provisions

Tutors, whose benefits and rights to use this Agreement, are limited by the exclusions below:

a. Salary

(i) The tutors will be paid for eight (8) hours for each school day in which school is open with students. If the District hires a tutor at less than eight (8) hours per day, the pay of the tutor shall be a prorated amount according to (2) below.

(ii) Tutors shall be salaried employees paid at step 0 and commensurate with level of education.

b. Reduction in Force (Article IX)

Tutors shall have no right to an employee position by virtue of being employed as a tutor.

c. Contracts (Article V)

Tutors shall not be eligible for multi-year limited contracts or continuing contract.

d. Insurance (Article XVIII)

Tutors, averaging less than six (6) hours per day during the days students are in attendance, shall have no right to medical, prescription, vision nor dental benefits as provided in this Agreement.

e. Paid Leaves

(i) Tutors shall accrue sick leave at the same rate as other employees.

(ii) Tutors shall accrue personal leave at the same rate as other employees.

(iii) Part-time tutors shall accrue leaves on a pro-rata basis.

B. Recognition of the Board

The CEA recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Chippewa Local School District and as the employer of all certified personnel of the school district.

C. Recognition of the Superintendent

The CEA and the Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board, as well as the educational leader of the school system and who, as such, must actively participate in the negotiations process.

D. Membership in Professional Organization

Both parties recognize that certificated personnel have the right to join or not to join any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment. Such organization may set criteria for membership, but may not exclude employees on the basis of sex, marital status, race, creed, or national origin.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. Meetings

1. A written request for meetings will be submitted by the CEA to the Superintendent or by the Superintendent to the President of the CEA. This request shall be submitted on or before the one hundred twentieth (120th) calendar day prior to the expiration of this Agreement and negotiations shall start on or before the ninetieth (90th) calendar day prior to the expiration of this Agreement.

2. The subject matter to be considered will be specified in writing.

3. Each negotiation team shall be limited to five (5) persons. Neither party in any negotiations shall have control over the selection of the negotiation or bargaining representatives of the other party.
4. The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions.
5. Relevant data and supporting information, proposals and counter proposals will be presented.
6. All negotiations shall be conducted in closed session.
7. During the period of negotiations, interim report of progress may be made to the CEA by its negotiations committee and to the Board by the Superintendent and/or the representative Board member.
8. Upon the request of either party, the negotiations meetings shall be recessed to permit the requesting party a reasonable time to caucus.

B. Agreement

1. As each item is tentatively agreed upon, it shall be reduced to writing and initialed by a representative of each team. When the parties reach a final tentative agreement, the final tentative agreement shall be submitted to the CEA for formal approval. Following ratification by the CEA, the final agreement shall be submitted to the Board for approval. Any resulting Agreement shall constitute modification of conflicting Board policy and shall be binding on both parties.
2. The signed Agreement shall be made available online on the district's intranet site. In addition, copies will be printed in sufficient quantity so that each building, administrator and the Board will have a copy. The cost of printing will be approved, in advance, and equally split between the Board and CEA. Additional copies will be at the expense of the ordering party.

C. Disagreement

1. The parties pledge themselves to negotiate in good faith. In the event agreement is not reached, parties will utilize in good faith such impasse procedures as are or may be provided by this Article.
2. If, after forty-five (45) calendar days prior to the expiration of the existing Agreement, the parties are unable to reach an agreement, either party may request the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the Agreement.
3. Both parties agree that this procedure is the final step in the dispute settlement procedure.

4. This dispute resolution procedure is mutually agreed to by the parties under Ohio Revised Code (ORC) §4117.14 (C)(1)(f) and is intended to supersede the statutory fact-finding procedures contained in ORC §4117.14.

ARTICLE III – NO STRIKE CLAUSE

Employees shall not strike during the term of this Agreement. If a situation or situation beyond the control of the employee should arise that would affect the safety of said employee, this provision may be set aside.

ARTICLE IV – PROFESSIONAL GRIEVANCE PROCEDURE

A. Purpose

The primary purpose of this statement of procedure is to secure at the lowest possible level equitable solutions to grievances, which may from time to time arise.

B. Definition

A grievance shall be defined as a misapplication, misinterpretation, or violation of the Negotiated Agreement.

C. Timeline

1. If a grievance is not filed in writing within thirty (30) days after that person knew or should have known of the act or condition on which the grievance is based, the grievance will be considered waived.
2. Days defined in this article shall be the same as in Article XXIII (D).
3. In the event a grievance is filed at such time that it cannot be resolved by the close of a work year, the processing of the grievance shall continue.
4. In the event a grievance cannot be resolved because of the commencement of the Winter or Spring Recess, further attempts at processing the grievance shall be postponed until the return to work following the Recess, unless the parties mutually agree to continue to process the grievance.
5. The time limits at each level should be considered a maximum and every effort should be made to expedite the process. Time limits may be extended only by mutual written agreement. In the event the grievant fails to act within the maximum time limits, the grievance shall be deemed dropped. If the Administration fails to act in a timely

fashion as stipulated by the time limits, the grievance shall advance to the next step of the grievance procedure.

D. Level I

The employee who has a grievance should discuss the problem with the employee/employee(s) involved and make an effort to resolve the problem. If no agreement is reached within three (3) days, the complainant shall then put the complaint in writing. A copy shall be given to the person against whom the complaint is lodged. It then becomes a formal complaint. The grievant shall proceed to Level II.

E. Level II

The employee who has a grievance lodges it with the building principal. After hearing both sides of the case and studying the written grievance, the building principal shall, within five (5) days, provide each party with a written statement of his/her decision. If the decision is not satisfactory to the grievant, he/she may appeal the decision in writing to the Superintendent within ten (10) days after receipt of the building principal's decision. A copy of the appeal shall be given to the other party and to his/her building principal.

F. Level III

At this point a grievant may appeal to the Superintendent. If a grievant chooses to go to the Superintendent, he/she must make a written appeal within ten (10) days after receipt of the building principal's decision. The Superintendent shall hear the evidence and render a judgment in writing within ten (10) days from the appeal. If a grievant does not feel the grievance is satisfactorily resolved, then the grievant may move the grievance to Level IV or request the CEA to move the grievance to Level V.

G. Level IV

1. If the Level III decision is not satisfactory to the grievant, the grievant may request that the grievance be submitted to Level IV with the Federal Mediation and Conciliation Service (FMCS), by written communication through the Superintendent, with a copy to the CEA President, within twelve (12) days of the Level III decision.
2. The FMCS mediator shall have the right to schedule and conduct meetings as needed. The FMCS mediator shall not have the authority to issue any decision and/or bind either party to any resolution. Mediation discussions shall be confidential and shall not be used by either party should the dispute not be resolved and is advanced to arbitration.

H. Level V

1. A grievance for binding arbitration is limited to any alleged violation of the written Agreement between the CEA and the Board.

2. Within ten (10) days of receipt of the Level III response or following the conclusion of the Level IV process, the CEA shall notify the Superintendent of its intent to proceed to arbitration.
3. Within ten (10) days after receipt of a request for arbitration, either party shall petition the American Arbitration Association (AAA) for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike procedure. Either party may request a second list. The arbitrator shall hold such meetings as are necessary to make a fair and impartial ruling on the grievance as stated.
4. The ruling of the arbitrator shall be made in writing and be presented to the aggrieved and the Superintendent. The ruling shall be binding for all parties.
5. The cost of the arbitration shall be borne by the losing party as determined by the arbitrator.
6. Any finding by an arbitrator that is found to be contrary to law is null and void. Further, the arbitrator has no authority to add to, subtract from, or modify this Agreement. Any question of arbitrability shall be determined by the arbitrator as part of the award.

I. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. Copies of all written decisions concerning a grievance shall be sent to all parties involved.
3. No reprisal shall be taken by or against any party of interest or any participants in the grievance.
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
5. Grievance forms will be provided (Appendix A).
6. Grievances are to be filed at the lowest possible level for which the person at that level has the power to resolve the grievance.
7. The grievant may be represented at any level by a CEA representative.
8. The grievant is defined as an employee, group of employees, or the CEA.
9. Terminations governed by ORC §3319.16 are not subject to arbitration.

ARTICLE V – CONTRACTS AND ASSIGNMENTS

A. Awarding of Contracts

Contracts shall be awarded in compliance with State Law in the ORC §§3319.08, 3319.11, and 3319.12, except as otherwise set forth in this Agreement (Appendices B, C, and D).

B. Limited Contracts

1. Sequence of Limited Contracts:

All employees new to the District shall be employed under contract for one (1) year. After completing one (1) year in the District, employees are eligible for a two (2) year contract. The Board may continue to employ an employee under subsequent one (1) year contracts based upon evaluation for no more than five (5) total one (1) year contracts before a two (2) year contract must be issued. An individual employee must have worked one hundred twenty (120) days in a school year to be eligible for successive contract movement.

2. All contracts for employees employed with a supplemental license shall be limited to one (1) year contracts.

3. Non-renewal of Limited Contracts:

a. Non-renewal of Limited Teaching Contracts for probationary employees who have been employed in the District for four (4) years or less.

(i) On or before June 1, limited contract employees who have been employed for four (4) 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 the Board action on their contract, such employees shall have the right to meet with the Board in executive session with representation to present their case.

(ii) This non-renewal procedure for employees who have been employed for four (4) or fewer years supersedes all provision of ORC §3319.11 and ORC §3319.111 and such employees shall have no right to challenge said nonrenewal pursuant to ORC §3319.11 or §3319.111 and applicable laws.

(iii) Employees currently on staff as June 30, 2023 will be grandfathered in under the previous three (3) year provision.

b. Non-renewal of Limited Teaching Contracts for employees who have been employed for more than four (4) years.

(i) Employees who are employed under a limited contract for more than four (4) years and whose regular teaching contract the Board intends

not to renew shall be notified in writing on or before June 1 of the Board's intention not to reemploy the employee. Prior to Board action on an employee's contract, the Superintendent shall make a recommendation to the Board with respect to the renewal or non-renewal of the employee's contract.

- (ii) Such contract non-renewal shall be in accordance with ORC §3319.11 and applicable laws.
- (iii) No employee will be non-renewed without just cause after the completion of the probationary period.

C. Continuing Contract

1. Continuing contracts shall be issued in accordance with ORC.
2. Employees eligible for continuing contract may waive any remaining year(s) of a multi-year limited contract in order to be considered for a continuing contract. Employees electing this provision shall indicate to the Superintendent by October 1 in the year said employee wishes to be considered.

D. Termination

Termination shall be in accordance with ORC §3319.16 and shall only be for just cause.

E. Supplemental Contracts

A supplemental contract shall be issued for any Board approved extra duty in addition to regular teaching duties. Such contracts shall be for a period of one (1) year and shall automatically expire without action by the Board or notice to the employee.

F. Assignments

A letter of assignment shall be issued to each employee by the Superintendent prior to August 5. The letter shall state the grade level or subject assignment, where applicable, and a building assignment for the employee for the coming school year. The place of duty and the grade level or subject assignment shall not be changed except under unusual circumstances. In the event such change is necessary, the employee shall be consulted as soon as possible. If an employee's assignment changes for the ensuing school year after August 5, the employee shall receive two (2) full days of pay at his/her per diem rate of pay if the employee had never taught the new subject assignment or grade level. If the employee had previous teaching experience at the grade level or subject matter, the employee will be paid one (1) full day of pay at his/her per diem rate of pay. Employees affected by an assignment change after August 5 will receive this compensation within three (3) pay cycles.

G. Forms

The Board shall utilize the contract forms appended to this Agreement as Appendices B, C, and D whenever awarding a Limited, Continuing, or Supplemental Contract.

ARTICLE VI – EVALUATION (Non-OTES)

A. The purposes of evaluation and observations are:

1. The improvement of instruction.
2. To provide the record of employee performance to be used as evidence of an employee's performance for limited or continuing contract.

B. The evaluator shall use the OTES forms for evaluating Non-OTES employees. No altered, changed, incomplete, or additional forms will be allowed. The evaluator and employee shall sign the forms, but signature only indicates that the employee has received a copy of the instrument.

C. Once the new OTES 2.0 guidelines are published by the Ohio Department of Education in compliance with ORC §§3319.111, 3319.112, 3319.113, the evaluation committee shall begin the process of adopting the new OTES 2.0 guidelines as shown in Article XVII (C).

D. Employees and their respective building principal will meet in September to go over the observation procedure.

E. All observations and evaluations of the work performance of an employee will be conducted openly with full knowledge of the employee.

F. The employees are entitled to be informed as to the evaluation procedure. No employee shall be evaluated on performance except after fair and reasonable observation.

G. Guidelines

1. Observations

a. Timelines

- (i) New employees on limited contracts – no more than four (4) observations.
- (ii) Employees on limited contracts with two (2) or more years of experience in Chippewa – no more than three (3) observations.
- (iii) Employees on continuing contracts – no more than two (2) observations.

(iv) If an employee receives an observation rating of less than proficient, up to two (2) additional observations may be performed.

- b. Observations that will qualify under this section shall be at least the length described in paragraph d. Those of less duration shall be declared casual observations and shall not be recorded. Additional observations under this section may be conducted.
- c. A copy of each classroom observation shall be given to the individual within three (3) school days.
- d. Length of time for observations shall be a minimum of 30 minutes.
- e. A conference concerning an observation shall be held at the request of either the evaluating administrator or the employee within five (5) days of the observation.

2. Final Evaluation Form

- a. The final evaluation form is to be completed upon the basis of all observations and rating.
- b. A mandatory conference shall be held on this final evaluation.

- H. An employee is to receive a copy of any evaluation and observation, and must be granted a conference upon request to discuss such report. An observation form will be completed for any observation which will be used in an evaluation and said form will be given to the employee within three (3) school days following the observation.
- I. Any employee has the right to be evaluated and to be informed of deficiencies within five (5) days of the problem being identified. Deficiencies shall be in writing and be accompanied with a clear plan of assistance with a time line for progress.
- J. It is the intention of the parties that this procedure supersedes Ohio law with respect to any topic regarding employee evaluation addressed in the ORC including, but not limited to, ORC §§3319.11 and 3319.111.
- K. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements without the need to reopen the Agreement.

ARTICLE VII – OHIO TEACHER EVALUATION SYSTEM (OTES) EVALUATION

A. Application

1. The OTES procedure described in this Article applies to employees who meet one of the following categories:
 - a. An employee working under a license issued under ORC §§3319.22, 3319.26, or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
 - b. An employee working under a permanent certificate issued under ORC §3319.222 as it existed prior to September 2013 and spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
 - c. An employee working under a permanent certificate issued under ORC §3319.222 as it existed prior to September 2006 and spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
 - d. An employee working under a permit issued under ORC §3319.301 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.
2. This employee evaluation policy does not apply to substitute employees.
3. Employees not subject to the OTES Evaluation Procedure shall be evaluated in accordance with the Evaluation Procedure contained in Article VI Evaluation (Non-OTES).

B. Definitions

1. Evaluation Instruments

Forms used in the OTES Evaluation Procedure will be those provided by the Ohio Department of Education (ODE). The walkthrough form used will be per ODE.

2. Employee-Level Value-Added

- a. Employee-Level Value-Added refers to the value-added methodology provided by ODE.

- b. Employee-level value-added data shall be used in proportion to the part of an employee's schedule of courses or subjects for which the value-added data is applicable. For the 2014-2015 school year and each school year thereafter, the entire student academic growth factor of the evaluation shall be based on the value-added data for an employee whose schedule is comprised only of courses or subjects for which employee-level value-added data is applicable.

C. Advisory Committee

1. A standing Advisory Committee will meet annually in May to make recommendations regarding the evaluation process based on information reported to the Committee by employees and evaluators. The Advisory Committee will be comprised of four (4) members appointed by the Superintendent and four (4) members appointed by the CEA President. The committee shall be advisory only. Other than mandatory changes required by law, any recommended changes by the committee to the evaluation procedure shall be by mutual agreement of the parties and subject to ratification by the CEA and Board.
2. The Committee shall be provided release time for all meetings.

D. Evaluators

An evaluator must be a full-time, credentialed, contracted employee of the Board.

E. Orientation

All employees will receive an orientation regarding the evaluation process within the first twenty-five (25) workdays of each school year. In the case of a new employee, orientation will occur within the first thirty (30) days of employment.

F. Procedures

1. Self-Assessment

Employees may complete a self-assessment form to identify strengths and areas for growth. Completion of the self-assessment is optional and within the employee's discretion to share the form with his or her credentialed evaluator.

2. Evaluation Schedule

- a. Employees shall be evaluated once each school year, including at least two (2) formal observations and at least two (2) classroom walkthroughs.
- b. Employees on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations and at least three (3) classroom walkthroughs.

- c. Employees who receive a rating of “Accomplished” on their most recent evaluation shall be evaluated every three (3) years as stated in the Memorandum of Understanding (MOU).
- d. Evaluations shall be completed no later than May 1 and the final summative evaluation will be provided to the employee no later than May 10.
- e. If either the employee or evaluator is absent from work, all timelines established within this article shall be automatically extended by the days of absence.

3. Observations

- a. A formal observation shall be at least thirty (30) consecutive minutes in duration. Observations shall occur at least five (5) workdays apart. Observations shall not occur during the first week of semester classes, or the day before and after a school holiday break.
- b. Employees may request and will be granted a pre-observation conference to discuss the scope of the observation. Pre-observation conferences will occur no more than ten (10) workdays prior to the observation.
- c. A post-observation conference shall be held no later than five (5) workdays after the observation during which areas of reinforcement and refinement will be discussed. Employees shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement during the conference.

4. Walkthroughs

- a. A walkthrough shall consist of at least three (3) consecutive minutes, but not more ten (10) consecutive minutes in duration.
- b. No more than six (6) walkthroughs shall be conducted in each evaluation cycle.
- c. An employee shall be granted a formal debriefing after the walkthrough, upon request, to discuss the walkthrough.

5. Performance Assessment

- a. The employee performance measure shall be based on the Ohio Standards for the Teaching Profession.
- b. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences with the employee being evaluated to determine the employee performance rating.

6. High Quality Student Data (HQSD)

- a. Upon the implementation of OTES 2.0, High Quality Student Data (HQSD) will apply as long as required by law.
- b. Each evaluation shall contain at least two (2) measures of HQSD. Where 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.
- c. HQSD shall be used as evidence in any component of the teacher's evaluation related to the OTES 2.0 rubric which includes HQSD.
- d. An employee who has been on an approved leave of absence for twelve (12) weeks or more shall not have the value-added portion of that school year used in the Final Summative Rating of Employee Effectiveness.

8. Finalization of Evaluation

- a. An employee's performance rating will be combined with HQSD to produce the summative evaluation rating based upon the Evaluation Matrix.
- b. The final evaluation will be completed by May 1.
- c. Within five (5) days after the issuance of the evaluation report to the employee, a post-evaluation conference may be held between the employee and the evaluator.
- d. The employee and the evaluator shall digitally sign the final evaluation report. The employee's signature shall verify notification to the employee that the evaluation will be placed on file but shall not be construed as evidence that the employee agrees with the contents of the evaluation report.
- e. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy, signed by both parties, shall be provided to the employee. The evaluator's signature shall be construed as evidence of the evaluator's receipt of such rebuttal.
- f. The employee's Final Summative Rating Report and Observations will be the only documents submitted to the Ohio Department of Education through the Ohio Evaluation System (OES).

G. Professional Growth Plans and Professional Improvement Plans

Employees must develop Professional Growth or Improvement Plans based on the employee's level of student growth.

1. Professional Growth Plans

- a. Employees whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from their building.
- b. Employees whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with their credentialed evaluator and will have input from their evaluator for the next evaluation cycle.

2. Professional Improvement Plans

- a. Employees whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The Administration shall assign the credentialed evaluator for the subsequent evaluation cycle and approve the improvement plan.
- b. A professional improvement plan shall be clearly articulated and include the following:
 - (1) Improvement Statement consisting of:
 - (i) Performance standard addressed in the plan;
 - (ii) Specific statement of the concern: Areas of Improvement.
 - (2) Desired Level of Performance
 - (i) Beginning date;
 - (ii) Ending date;
 - (iii) Level of performance: Specifically describing successful improvement targets.
 - (3) Specific Plan of Action
 - (i) Actions to be taken;
 - (ii) Sources of evidence that will be examined.

(4) Assistance and Professional Development

Specific supports that will be provided as well as opportunities for professional development.

H. Due Process

An employee shall be entitled to CEA representation at any conference held during this procedure.

I. Retirement

Any employee who has submitted an official notice of retirement on or before December 1st of the school year shall not be evaluated.

ARTICLE VIII – VACANCIES AND TRANSFERS

A. Vacancies

A vacancy may only be filled with a daily paid substitute when the vacancy is sixty (60) or fewer days. If a position is vacant for sixty-one (61) or more consecutive days, the person filling the vacancy shall be in the bargaining unit and shall be paid and receive all the rights and benefits of this contract commencing with the sixty-first (61st) working day. However, employees hired as replacement employees for employees on leaves shall have no right to Article I and V.

B. Postings

Openings in teaching or supplemental positions will be posted on the District's website and e-mailed to all employees. All postings shall have a job description available at the Central Office. Any employee may apply for and be interviewed for such openings. Requests for consideration for such openings must be made in writing to the Superintendent. No position will be filled until five (5) days after the posting; seven (7) days after the date of email transmission in the summer. This time period of seven (7) days in the summer shall be waived after August 1.

C. Transfers

Employees who possess the appropriate license/certification and applying within seven (7) days of the posting of a vacancy under paragraph A above, shall have preference over hiring outside personnel.

D. Involuntary Transfer

Reasons in writing shall be given by the Superintendent if an employee is to be involuntarily transferred to a different building or to a different grade level in the elementary grades, or to a different department. Employees shall not be involuntarily transferred after August 1, unless agreed to by the employee, or if under unusual circumstances. An employee involuntarily transferred after August 1 shall receive two (2) days of compensation at his/her per diem rate of pay. The Superintendent may award an additional day.

E. Right to Meet with Superintendent

An employee may request in writing a meeting with the Superintendent to discuss the merits of his/her involuntary or voluntary change of assignment. The employee may at his/her option have a representative of his/her choice at this meeting. No employee will be transferred to a position for which he/she does not hold a teaching certificate.

F. Restrictions

An employee may only be transferred one (1) time per year without the employee's agreement and then only on a sound educational basis, as determined by the Superintendent.

ARTICLE IX – REDUCTION IN FORCE

A. Procedures

The Board may make a reduction in teaching staff for any of the reasons set forth in ORC §3319.17. When making such reductions the following provisions shall apply:

1. The CEA and affected employees shall be notified no later than forty-five (45) calendar days prior to any proposed staff reduction. Reductions shall be effective for the following school year. Such notification shall include:
 - a. The position for reductions being considered;
 - b. Reason for such proposals.
2. The CEA has the right to present its views on any proposed staff reduction to the Board at the next regular meeting.
3. In accordance with ORC §3319.17, the Board shall first handle employee reductions through normal attrition and then the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each field affected, give preference to employees on continuing contract and then to employees who have greater seniority in the school district within the area of licensure. Among employees within each of these two (2) groups (i.e., the group holding

continuing teaching contracts and the group holding limited teaching contracts in each area of certification affected), the Board shall not give preference to any employee based on seniority, except when making a decision between employees who have comparable evaluations. The Board must lay off employees with a limited contract within the four (4) separate tiers in 4, before laying off employees under a continuing contract.

4. For the duration of this Agreement, the definition of comparable evaluations will fall into four (4) separate tiers. In the highest tier, employees who are evaluated at accomplished are comparable. In the second tier are employees who received a skilled rating. The third tier consists of those employees who are rated as developing. The lowest tier are those employees who are rated ineffective. The Board shall reduce ineffective employees first, developing employees next, then skilled, and finally accomplished employees.
5. Those affected by a reduction in force, shall have the right to transfer to a position in another area of licensure if a vacancy exists within such area of certification.

B. Rights While on Suspension

1. If re-employed, the individual shall have the right to return to the same contract status, seniority level, total sick leave accumulation, and any other benefits of employment that had accrued to the employee prior to suspension.
2. The Board shall support the employee's right to unemployment compensation benefits while under suspension in accordance with the law.
3. The employee may continue all current insurance coverage while on suspension so long as the employee continues to make timely monthly payments to the Treasurer equal to the actual costs of the premiums currently in effect.

C. Recall Rights

1. Employees whose continuing contracts are suspended shall have the right of restoration to continuing contracts in the order of seniority of service in the district if and when positions become vacant or are created for which any such employees are or become licensed. Employees whose limited contracts are suspended under this section shall then have, two (2) years from the effective date of their layoff, the right of restoration to the appropriate contract for which they were eligible when their contract was suspended in the order of seniority of service in the District if and when additional positions become vacant or are created for which any of such employees are or become qualified.
2. A certified employee must be removed from the recall list if he/she:
 - a. Waives his/her recall rights in writing;
 - b. Resigns;

- c. Fails to accept recall to a position for which he/she is certified;
- d. Fails to report to work within ten (10) working days after receipt, by certified mail, of the notice of recall unless sick or injured.

D. Seniority List

- 1. The Superintendent shall annually prepare and provide to the CEA President by October 1, a seniority list with each area of certification listed and ranking of employees in that certification area first by continuing contract, then by limited contract.
- 2. Seniority will be defined as the length of continuous service as a certificated employee under contract in this District.
 - a. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. If two (2) or more employees have the same length of continuous service, seniority will be determined by:
 - (i) The date of the Board meeting at which the employee was hired, and then by:
 - (ii) The date the employee signed his/her initial employment contract in the district, if determinable, and then by:
 - (iii) The date of application, if it can be determined, and then:
 - (iv) Any remaining ties will be broken by lot.
 - c. For purposes of reduction in staff, employees on continuing contracts have seniority over all employees on limited contracts.

ARTICLE X – SALARY AND PAYROLL DEDUCTIONS

A. Salary

- 1. The BA Base salary of each employee covered by this Agreement shall be thirty-eight thousand one hundred ninety-four (\$38,194.00), with a three and one-half percent (3.50%) increase on the current base, effective for the 2023-2024 school year. The 2023-2024 base salary shall increase two and three-quarter percent (2.75%) for the 2024-2025 school year. The 2024-2025 base salary shall increase two and three-quarter percent (2.75%) for the 2025-2026 school year. In summary -- Contract Year

- 1: Base equals \$39,531; Contract Year 2: Base equals \$40,618; and Contract year 3: Base equals \$41,735 (Appendix J).
2. Tutors shall be salaried employees paid at their educational level step 0.
3. A one-time signing bonus will be paid out in November 2023 for the 2023-2024 school year as follows:
 - a. A \$500.00 bonus will be paid to those actively employed on November 1, 2023 with a Step 1 through Step 9.
 - b. A \$750.00 bonus will be paid to those actively employed on November 1, 2023 with a Step equal to or greater than Step 10.
4. All requests for change of contract must be on file in the superintendent's office by September 15 in order to receive change in compensation for the current school year. Documentation includes official transcripts along with the written request.

B. Supplemental Salary

The supplemental salary schedule is in Appendix L.

C. Temporary Supplemental Positions

1. The Superintendent, with Board and CEA approval, may hire employees for temporary supplemental positions not found in the supplemental schedule.
2. Employees shall submit a written request to the Superintendent that outlines the purpose of the non-academic supplemental activity and the duties involved. The Superintendent and the CEA President will review the request. If approved by the Superintendent and CEA, it will then be submitted to the Board for consideration. If approved by the parties, the employee shall be paid twenty dollars (\$20.00) per hour. Each temporary supplemental position shall be considered at the next contract renewal for inclusion in the Agreement.
3. An employee who is asked and gives time outside the work day, as defined in Article XII (B), for curriculum development, tutoring, and/or other academic work of the District, will receive compensation at the hourly rate of twenty-five dollars (\$25.00) for each hour, or fraction thereof (rounded to the nearest quarter (1/4) hour), worked. Work for which compensation will be received will be mutually agreed upon by the employee and Administration prior to the commencement of the work activity. The employee shall be compensated by the District within thirty (30) days after receipt of pay request.

D. Payment for Supplementals

1. Each coach and/or seasonal supplemental shall have an option of being paid:
 - a. At the end of the regular season, or
 - b. At the mid-term and upon final completion of the regular season.
2. All others shall be paid over paychecks remaining in the contract year after the supplemental contract is completed.

E. Paychecks

Employees will receive two (2) pays per month on the 5th and 20th for a total of 24 pays for the contract year. The first pay of the contract year will be on the 5th of September or the Friday before if the 5th falls on a weekend. District policy requires direct deposit of the paycheck and the employee will receive a digital check stub per each pay. If the 5th or 20th falls on a weekend or holiday, employees will receive their pay on the previous weekday.

F. Pay When Leaving the District

In the event an employee's individual teaching contract is terminated, or not renewed by either party effective at the end of the school year, including via a reduction in force, the employee will have the option to be paid a lump sum. If the employee chooses a lump sum payment, all insurance benefits shall cease at the end of the month the lump payment is received. If the employee chooses not to select a lump sum payment, the employee will receive his/her pay and benefits over the summer as provided to all other employees.

G. Mandatory Deductions

Except as required otherwise by law or contract, mandatory deductions will be deducted equally from each of the twenty-four (24) pay periods throughout the school year.

H. STRS Pick-Up

1. The Treasurer of the Chippewa Local Board of Education shall contribute to the State Employees 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.
2. 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 contribution by 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 deduction, to said employee.

3. 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.
4. 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 salary less than 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 annual 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.
5. The “pick-up” shall be included in the employee’s total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
6. 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.
7. The provision shall be effective and the “pick-up” shall apply to all payroll payments made after September 1, 1984.
8. 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. Payroll Deductions

1. Employees may change their contract(s) or enter into new contract(s) for tax sheltered annuities with District approved vendors. Notification should be given to the Treasurer’s office by August 1 for an effective date of September 1, or by December 1 for an effective date of January 1. Employees who have a change in salary at mid-year may change their annuity to be effective February 1.

ARTICLE XI – OTHER COMPENSATION

A. Severance Pay

1. The Board shall pay to each employee retiring with ten (10) years or more of active service in the Chippewa Local School System twenty-five percent (25%) of remaining sick leave days at the retiree's per diem rate on the date of actual retirement with a maximum payment of seventy-five (75) days effective July 1, 2020.
2. An employee shall be eligible for payment upon the date of approval by the State Teachers Retirement System (STRS) for retirement. Employees eligible for retirement shall have the option of retiring on May 31 upon prior notification to the Board and completion of all record keeping and other duties as assigned by their Supervisor.
3. Employees who notify the Board of Education of their impending retirement at the conclusion of that school year by no later than March 1 will receive a bonus payment of Five Hundred Dollars (\$500.00).
4. Employees have the option to be paid in a lump sum, to defer all to an annuity, or a combination thereof. If the employee chooses the cash option, they will be paid in one (1) lump sum payment no later than December 31 of the year of retirement. If the employee chooses the annuity option, the Board will permit the retiring employee to make an elective deferral into a 403(b) and/or a 457(b) plan from one of the District approved annuity companies. Either method of distribution will void all remaining sick leave. Each retiring employee making those deferrals or contributions must complete a salary reduction agreement (SRA) in accordance with IRS requirements prior to the unused sick leave payment subject to the maximum limits permitted by law. Notification of the SRA must be sent to the Treasurer Office thirty (30) days prior to the retirement date.

B. Mileage Allowance

1. Reimbursement to employees for approved travel expense shall be at the IRS rate in effect January 1 of the year in which the school year began and which the Internal Revenue Service permits a taxpayer to use as the standard mileage deduction. "Approved" shall be interpreted to mean any required travel for county office meetings or any other travel which is approved by the Board. Requests must be turned in on the proper form.
2. Employees who are assigned by the Administration to travel daily between buildings during the student day as a part of their teaching assignment shall submit their mileage on a monthly basis by the 15th of the following month, or the business day prior if the 15th falls on a weekend or holiday, and be reimbursed for their miles in accordance with 1 above. (For example, January mileage needs to be submitted to the Treasurer's Office by February 15.)

C. Tuition Pay

1. The Board shall appropriate to provide tuition reimbursement to employees for earned college credit in the amount of Twenty-Eight Thousand Dollars (\$28,000.00) for each year of the contract, subject to the following conditions:
 - a. No employee covered by this Agreement will be eligible to receive tuition reimbursement until he/she has taught in the District for one (1) year.
 - b. The college course must be taken in education, in the area of present certification, or in any area of any certification permitted by the State Department of Education leading to a new certificate.
 - c. Available monies shall be provided to pay employees on a first come, first served basis.
 - d. The employee desiring such pay must meet with the building principal and receive written approval of the building principal and Superintendent on the appropriate form provided for this purpose prior to enrolling in the college course. Courses, including distance learning, from any accredited university shall be eligible for reimbursement, upon approval of the Superintendent.
 - e. The employee shall submit written proof in the form of an official transcript of completed credit at an accredited university, with a passing grade and a receipt of payment or documentation of payment showing out-of-pocket expenses including, but not limited to, Stafford or other loans an employee is required to pay to the Treasurer's Office at the conclusion of the quarter (semester) in which the course was taken.
 - f. The rate of tuition reimbursement shall be seventy-five percent (75%) of the actual tuition cost up to a maximum actual per credit hour cost of six hundred dollars (\$600.00) for no more than nine (9) quarter or eight (8) semester hours taken between September 1 and August 31 of any school year.
 - g. Each employee receiving pay under this section, prior to his/her receipt of such pay, agrees that he/she will teach in this District for at least one (1) full school year following receipt of such pay. If such employee fails to teach in the District for the required period, the amount of such pay received during the prior school year shall be deducted from said employee's final pay.
 - h. Tuition reimbursement dollars that were not encumbered to employees by August 31 shall roll over to the next tuition reimbursement year. However, no more than thirty-eight thousand dollars (\$38,000) will be available for tuition reimbursement per school year.

2. If approved by the ODE and other districts in Wayne County, the Wayne County In-Service day shall be counted as or towards the required Continuing Education Unit (CEU) credit for that year. The Administration shall make every reasonable effort to get the In-Service day approved by the ODE for CEU credit.

D. Class Coverage

1. A master list of willing employees to cover classes will be created at the beginning of each school year and cycled through.
2. An employee may be requested to cover a class or duty of an absent employee. An employee who agrees to substitute during his/her planning period and thus surrenders all or part of his/her planning period, shall be compensated at the rate of twenty dollars (\$20.00).
3. A class coverage reimbursement form will be issued to those who volunteer for this duty (Appendix F).
4. This section is not applicable for situations where two (2) or more employees, for the convenience of each other and with the principal's approval, agree to perform this duty.
5. Class coverage reimbursement forms (Appendix F) shall be turned into the building office where they will be kept until two (2) weeks before the end of the semester/year when they will be forwarded to the Treasurer for payment.

E. Extended Service

1. All days over 184 shall be paid at the employee's daily rate (annual salary divided by 184). Each junior high and senior high school counselor shall receive fifteen (15) days of extended service each school year.
2. Extended time may be adjusted with CEA approval if additional hiring of certified staff results in a decrease or increase in workload.

F. College Credit Plus (CCP)

1. The CEA deems College Credit Plus courses/sections to be our members' bargaining unit work. Employees who teach a CCP section(s) will receive a two hundred fifty dollars (\$250.00) stipend per semester section. This payment will occur after the conclusion of the district semester and within thirty (30) days following request for payment.
2. The opportunity to teach a CCP section(s) shall be offered to properly credentialed employees.

3. Participation in teaching a CCP section(s) is strictly voluntary.
4. Any evaluation, discipline, or dismissal of a member by a higher education institution shall not impact the employee's position in the district.

ARTICLE XII – WORK YEAR AND WORK DAY

A. Length of Work Year

1. The work year will consist of a maximum of one hundred eighty-five (185) days for new employees (one hundred eighty-four (184) days for current employees) of which one hundred eighty (180) days are with students in attendance including parent-teacher conferences. In addition to the aforementioned days, employees will be required to attend building open houses. The final compensated "workday" will be reduced to accommodate the required open house scheduled time.
2. Employees will be given an opportunity to provide input on the District school calendar through a representative committee to be appointed by the Superintendent which shall include the CEA's building representatives. Recommendations of the committee will be submitted in writing to the Superintendent. The final adoption of the school calendar is the responsibility of the Board.

B. Length of Work Day

The employee work day is seven and one-half (7^{1/2}) hours

C. CHIPP Time

Students will be released thirty-five (35) minutes early starting on the first Friday after the second Monday in September through the last Friday in May before Memorial Day. The intent of this time is to provide positive, constructive collaboration between ALL staff for the purpose of, but not limited to: RTI, IEP, team & individual planning, vertical alignment.

D. Start of Year Schedule

1. Two (2) work days: The first being a flex work day between August 1 and the first mandatory work day of the school year. The second work day will be the work day as defined by the District calendar. Meetings on the scheduled work day shall not exceed two (2) hours.
2. One (1) PD day.
3. One (1) Convocation day.

ARTICLE XIII – WORKING CONDITIONS & INDIVIDUAL RIGHTS

A. Duty-Free Lunch Period

As stated in ORC §3319.072, each employee shall be granted at least thirty (30) consecutive minutes for lunch each school day during which time he/she shall not be required to perform any school activity.

B. Preparation Time

Conference and planning time shall be equal to a teaching period within the student day. Each full-time elementary contained classroom employee shall be granted planning time during the student day of at least two hundred (200) minutes per week through the use of release time for art, music, physical education or other special classes. Employees will have at least one planning period during the student day of at least forty (40) continuous minutes. Special area employees will be granted continuous planning time at least equal to those employees whose classes they service in addition to travel time.

C. Faculty Meetings

Principals may hold faculty meetings, up to eight (8) per school year, and such meetings can extend the employee workday by no more than forty-five (45) minutes.

D. Class Size

1. Each class in grades 7-12 shall not have less than fifteen (15) or more than thirty-two (32) students in membership. Each class in grades 5-6 shall not have less than fifteen (15) or more than thirty (30) students in membership. Each class in grades K-4 shall not have less than fifteen (15) or more than twenty-five (25) students in membership.
2. This does not prohibit occasionally planned large group instruction. Remedial and special education classes are excluded from this rule. Other exceptions to this rule must receive approval from the Board on an individual merit basis.

E. Employee Assignments

Employees are to be assigned only in areas of certification.

F. Employee Facilities

1. Each building shall have a separate, adequately supplied workroom and employee faculty room. The workroom and faculty room may be co-located if no alternative is available.
2. Each employee shall be given a key to all classrooms/offices/buildings to which he/she is assigned without charge. A charge will be made for lost keys.

3. The Administration will provide a telephone extension in all buildings for use by the teaching staff and it will be in an area which permits private conversations with parents.
4. Employees will not be denied access or use of working copy equipment and supplies.

G. Dress Code

Employees are expected to dress in an appropriate manner. However, any employee dress code must provide for flexibility of a variety of teaching situations and not be so stringent that it inhibits the educational process.

H. Non-Discrimination

No employee will be discriminated against because of: race, color, age, national origin, sex, religion, or marital status.

I. Inclusion/Mainstreaming

1. A regular classroom employee will attend Individualized Education Plan (IEP) conferences of a student receiving special education services that will be, or has been, placed in that employee's classroom.
2. Regular classroom employees will receive in-service training about the regular employee's responsibilities for implementation of a student's IEP.
3. All necessary aids and supportive services identified in the IEP as necessary for the educational program will be provided for the student receiving special education services in the regular classroom.
4. If problems should arise for the regular classroom employee, or special education resource employee, as a result of inclusion or mainstreaming of a student receiving special education services, the respective employee and building principal shall meet to discuss the problem. If the problem cannot be resolved, an appeal to the Superintendent is permitted.
5. Each employee responsible for writing IEPs shall receive one release day per school year. An additional day, in one-half ($1/2$) day, increments may be granted as necessary by the Administration of the District.

J. Complaints and Discipline

1. Any complaint regarding an employee made to any member of the Administration by any parent, student, or other person which is used in any manner in evaluating an employee will be called to the attention of the employee within two (2) school days of the complaint. The employee will be given an opportunity to respond to such complaint.

2. No employee will be disciplined without just cause.

K. Conferences and In-Service Meetings

1. In the event an employee wishes to attend a professional workshop, clinic, or convention, two (2) days absence per school year may be granted by the Board without loss of pay.
2. In cases of requests involving expenses to be paid (in addition to substitute pay) or additional days, approval must be obtained from the Superintendent.
3. No more than two (2) employees will be permitted to attend the same conference without Superintendent approval.
4. Requests for attendance at a professional meeting shall be submitted on the proper form to the building Principal for approval. No employee's request will be denied except for bona fide business reasons, scheduling conflicts, etc.
5. Coaches in their respective sport may use this leave for state tournaments with prior written approval of the Athletic Director/Principal. The Board will be responsible for only the substitute employee, and no other expenses.

L. Personnel Files

1. There shall be only one (1) official file that shall be kept in the Superintendent's office.
2. An employee and/or their authorized representative has the right, upon request, to view the materials in their personnel file exclusive of confidential letters of recommendation or reference. When the office receives a request to view a personnel file, said employee will be notified. Such notification shall normally be prior to viewing, when possible.
3. There shall be no documents in the file which are proven to be inaccurate, irrelevant, incomplete, or untimely for retention. It is understood that the burden of proof in this instance rests with the CEA.
4. All documents included in the employee's file shall be dated and the source shall be identified.
5. An employee shall, upon request, receive one (1) copy of each item in their file, exclusive of confidential letters of recommendation or reference.
6. No material derogatory to an employee's conduct, service, character, or personality will be placed in the personnel file unless the employee has first received a copy and has had the opportunity to review the material.
7. The employee will have the right to submit a written answer to such material and have the answer attached to the objectionable material.

8. The official personnel file for each certified employee shall be maintained in the Superintendent's office. An inventory sheet will be attached to the file and completed for any item inserted or removed from the official file effective the date of the signing of the contract.
9. No letters from parents will be placed in an employee's personnel file.

M. Settlements

If a settlement occurs in a negligence claim in which an employee is named as a party and the settlement is without the express written approval of the affected employee, the settlement of the liability claim shall not be used by the Board and/or Administration as any detriment, reprisal, or blemish on the employee's record.

N. Student Tuition Waiver

1. For open enrollment purposes, the Board will give priority to children of all employees in the bargaining unit to the extent permitted by law.
2. To the extent there is no open enrollment, a child whose parent is an employee of the Board will be admitted to the Chippewa Local Schools and the Board will waive any tuition of non-resident children of employees in the bargaining unit who attend Chippewa Local Schools to the extent permitted by ORC §3313.64(F)(8).

ARTICLE XIV – PAID LEAVES OF ABSENCE PROVISIONS

A. Sick Leave

1. An employee shall be allowed to accumulate a maximum of three hundred (300) sick leave days.
2. The Superintendent may allow full time employees an advance of five (5) days sick leave not yet earned and accrued. All requests must be made in writing. The intent of this item is to help the new teacher who has not yet earned sick days or the employee who has other extenuating circumstances.
3. Sick leave shall be granted to each employee for absence due to: personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and illness in the employee's immediate family. Sick leave may be used only for the time necessary for a scheduled doctor's appointment. Sick leave may be granted for a death in the immediate family. Sick leave may also be used to attend the funeral of an employee's aunt or uncle or to attend the funeral of the aunt or uncle of the employee's spouse up to a maximum of two (2) days.

4. Immediate family for the purposes of this Agreement shall be defined as, but not limited to, father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandchildren, father-in-law, mother-in-law, son/daughter-in-law, sister/brother-in-law, legal guardian or foster or step-parents, step-children, or any relative living under the same roof as the employee.
5. Employees who give birth to a child will be granted up to six (6) weeks (42 consecutive calendar days) of accumulated sick leave for recovery purposes after the vaginal birth of a child and up to eight (8) weeks (56 consecutive calendar days) of accumulated sick leave for recovery after the caesarean birth of a child. Accumulative sick leave time will be granted beyond the six (6) week recovery period with a doctor's written statement that additional recovery time is necessary.

B. Personal Leave

1. Each employee shall be entitled to three (3) days of personal leave per school year with pay. However, no employee will be permitted to utilize such leave time to extend a holiday, mid-term recess or semester break period, or utilizing two (2) or more personal leave days in a row, unless specifically approved by the building principal and, if applicable, a substitute teacher has been secured for those days. A maximum of four (4) employees at the 7-12 building, two (2) employees at the intermediate building, and two (2) employees at the elementary building, may be on personal leave on the same day, to be determined on a first-come, first-served basis.
2. Notice of intent to use personal leave shall be submitted at least forty-eight (48) hours prior to the intended date of use, except in emergency situations. In the case of emergencies, the form shall be submitted upon return of the employee.
3. Unused personal leave will be converted to sick leave at the end of each school year on a 1:1 ratio.

C. Compulsory Leave

1. Release time will be granted for required appearance in court, arbitration, or other tribunal where the employee is a defendant, witness, or on jury duty.
2. Reservists or National Guard members called to active duty shall have the difference between their current salary and military salary paid for the duration of their active service.

D. Assault Leave

1. An employee who is absent due to physical disability directly resulting from an assault, which occurs as a result of Board employment, shall be eligible to receive assault leave.

2. Such leave shall be granted, for a period not to exceed twenty (20) work days, upon the employee's delivery to the Treasurer a signed statement on the forms prescribed by the Board and maintained by the Treasurer.
3. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault, and the willingness of the member to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).
4. Except as provided in Section 5, an employee on assault leave shall be maintained on full pay status during the period of his/her leave.
5. Leave granted under this section shall not be charged against sick leave earned or earnable under ORC §3319.141 or leave granted under other sections of this Article.
6. Assault leave may be used for the period of the disability up to a maximum of twenty (20) work days.
7. If medical attention is required, the employee shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
8. The pay of an employee on assault leave shall be reduced by the amount received by the individual, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the employee's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.
9. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under ORC §3319.16.

ARTICLE XV – UNPAID LEAVES OF ABSENCE PROVISIONS

A. Parental Leave/Adoption Leave

1. An employee shall be granted up to one (1) year of unpaid parental leave to care for a newborn or an adopted child. Unpaid parental leave shall start at the end of the use of sick leave (if any).
2. An employee who is entitled to the unpaid Parental/Adoption Leave must notify the Superintendent in writing at least thirty (30) days before the commencement of the leave. In an emergency situation, the employee is to notify the Superintendent as far in advance as possible.

3. An employee may choose to return to his/her position prior to the end of a semester, at the discretion of the Superintendent. When applying for parental/adoption leave, the employee shall specify the duration of the leave which shall coincide with a school semester. However, in the event of the loss of the child or the unforeseen loss of a majority of the spouse's financial support, the employee will be entitled, if they desire, and if at least fifteen (15) days' advance notice of the intent to return is given to the Superintendent, to return to active employment by no later than the beginning of the next grading period. A return to active employment shall be to an equivalent position.
4. An employee may request additional unpaid leave for up to one (1) year.
5. Any employee on parental/adoption leave shall be reinstated at the beginning of the first or second semester. This written notification shall be given to the Superintendent prior to July 10.
6. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires.
7. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the total premium(s) (100%) by the employee. Said premium(s) will be payable by the fifteenth (15th) day of each month to the Treasurer's Office.

B. Sabbatical Leave

Any employee who has completed three (3) consecutive years of duty in the District, may upon recommendation of the Superintendent and approval of the Board, be granted a one (1) year leave of absence without pay for study or travel and be guaranteed upon return, a position within his/her certified area but subject to assignment by the Superintendent. All insurance coverage(s) shall be continued for those who are on such leave upon payment of the total premium(s) (100%) by the employee. Said premium(s) will be payable by the fifteenth (15th) day of each month to the Treasurer's Office.

C. Medical Leave

1. A written application for a leave of absence, without pay, for not more than one (1) year for medical reasons must be accompanied by a statement from the attending physician. The Board may grant an additional year of medical leave at its discretion.
2. The Board may grant an unrequested leave of absence to any employee because of physical or mental disability, but such employee, upon request, may have a hearing on such unrequested leave of absence in accordance with ORC §§3319.16 and 3319.161, and all other provisions of ORC §3319.13.

3. A request for leave shall be granted for the remainder of the semester, the remainder of the school year, or for an entire school year.
4. At least thirty (30) days before an employee on leave of absence for medical reasons expects to resume his/her duties, the employee, or someone acting in the employee's behalf, must request, in writing, the reinstatement of said employee at the beginning of the next semester. The employee's failure to notify the Administration of his/her intent to return thirty (30) days prior to scheduled date of return forfeits his/her right to return.
5. No less than ten (10) days before termination of leave, a doctor's statement must be submitted by the employee. This statement shall certify that the employee has been examined and that the employee will be able to resume duties with the Board when the leave of absence expires.

D. Election Leave

Release time shall be granted for any employee who is elected to public, state, or national association office. Release time shall be granted for the period of time needed to fulfill the obligation.

E. Family Medical Leave

The Board of Education and CEA agree to comply with the requirements of the Family Medical Leave Act.

ARTICLE XVI – MANAGEMENT RIGHTS

Management shall be responsible for administering the provisions of this Agreement. Provisions not specifically covered by this Agreement shall remain as management rights in accordance with the ORC. The Board shall determine the policy for the District, and the Superintendent shall carry out the policy and will make such rules and decisions as are necessary for the effective management of the school district.

ARTICLE XVII – CEA RIGHTS

The Board grants the following exclusive rights to the CEA:

A. Right to Information

1. The CEA has the right to submit items for consideration or comment on items under consideration by the Board.

2. The President and Vice President of the CEA will be provided electronically, at least one (1) day prior to all meetings of the Board, with notices of all Board meetings, agendas, minutes, and all documents of public record without charge except matters that are by law confidential in nature.
3. Facilities and equipment may be used by the CEA with prior approval of the principal. Such approval will not be unreasonably withheld.
4. The CEA may use the bulletin board in each employees' faculty room.
5. The CEA may use the building public address system, with prior approval of the principal, for brief announcements at times when other announcements are made. Approval will not be unreasonably withheld.
6. The CEA may use the internal mail system, and all internal communication including e-mail, subject to compliance with the District's Acceptable Use Policy and conforming to public use laws.

B. CEA Dues, Initiation Fees, and Assessments

1. The Parties shall fully comply with the ruling in the case of *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, No. 16-1466, 585 U.S. (June 27, 2018) and applicable laws.
2. The Association is solely responsible for advising bargaining unit members of their legal rights and responsibilities arising out of the case of *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, No. 16-1466, 585 U.S. (June 27, 2018) and applicable laws.
3. The Board shall have absolutely no involvement in whether a bargaining unit member becomes and/or remains a member of the Association.
4. The Association hereby verifies to the Board that all bargaining unit members having Association dues deducted from their payroll are doing so knowingly and intentionally.
5. The Association shall submit to the Board Treasurer a list of bargaining unit members requesting standard or continuing payroll deductions for membership in the Association on or before October 15 and shall verify to the Board that all bargaining unit members having Association dues deducted from their payroll are doing so knowingly and intentionally.
6. Association dues and/or fees and payroll deductions for any school year shall be determined by the Association and shall be due, in whole, by the bargaining unit member on September 1, which is the day after the expiration of the membership window period – i.e., August 1 to August 31 – unless the bargaining unit member elects to have the entire amount pro-rated over the course of the applicable school year.

7. No later than October 1, the Association shall provide the Board Treasurer with written notice of the certified amount of all Association dues deductions and such deductions shall commence in October and continue for such time, on a pro-rated basis, until the bargaining unit member timely notifies both the Board Treasurer and Association Treasurer, in writing, to discontinue making said payments pursuant to the limitations as outlined in this Agreement, but no later than June in any given school year.
8. The Association shall have the right to annual and continuing payroll deductions authorized by the individual member for payroll deductions.
9. In the event a bargaining unit member separates employment prior to completing deduction of a given amount within that school year, the Board Treasurer shall deduct the non-prorated amount due from the bargaining unit member's last paycheck. All prorated dues shall be deducted in the following manner: Dues shall be deducted in eleven (11) equal monthly installments, beginning with October through August. In the event a bargaining unit member's employment with the Board ends (including unpaid leaves of absence) during the year, the balance of the dues owed the Association shall be deducted by the Treasurer from the member's final paycheck.
10. The CEA shall defend, indemnify, and hold harmless the Board, as well as its officers, officials, agents, employees, and servants, in any action – whether in law or equity – arising from the execution of the dues provisions of this Agreement provided that the Board acted in good faith compliance with the deduction provisions of this Agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, or misapply, the deduction provisions of this Agreement. The Board agrees to give full cooperation and assistance to the Association and its affiliates and counsel at all levels of any legal proceeding.
11. The Board shall deduct the periodic dues, initiation fees, and assessments of CEA members and shall deduct a fair share fee from all non-members of the CEA equal to CEA and affiliate dues, fees, and assessments. Such deductions shall be made equally from all pays starting with the first day in October, if the CEA Treasurer submits the names and amount to be deducted for each person not later than September 15 of each year along with signed authorization cards from the members and copies of CEA notification letters to each non-member.
12. Employees who do not elect to become members of the CEA within sixty (60) days following their initial day of actual work, shall be required to pay the CEA the fair share fee.
13. It shall be the responsibility of the CEA to prescribe internal rebate procedures of moneys spent on political or ideological matters opposed by the fair share fee payer.

14. The CEA agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee section. For purposes of this section, term “Board” includes the Board, its members, the Treasurer, Superintendent, and all members of the Administrative staff.

C. OEA Fund for Children and Public Education

The Board shall accept payroll deductions for the OEA Fund for Children and Public Education (FCPE) on a per pay basis.

D. CEA Business Days

The Superintendent shall grant an accumulative total of up to four (4) days leave per school year to member(s) of the CEA to conduct business of the CEA. The CEA President shall notify the Superintendent of the dates such member(s) of the CEA shall be absent. The Superintendent shall then notify the building principal(s) involved of these dates so that a substitute may be employed.

ARTICLE XVIII – INSURANCE

A. Health Insurance

1. The Board agrees to provide a policy of group insurance including medical, prescription, dental and vision coverage for all employees working full time. An electronic copy of the complete benefit plan will be provided to all employees upon the signing of this Agreement as well as be available on the District intranet site.

The Board shall pay premiums for full-time employees based on the schedule below:

- a. Medical: eighty-six and one-half percent (86.5%) of the premium for either family or single coverage insurance at the selection of the employee. Employee pays premium of thirteen and one-half percent (13.5%).
 - b. Prescription, Dental & Vision: eighty-five percent (85%) of the premium for either family or single coverage insurance at the selection of the employee. Employee pays premium of fifteen percent (15%).
2. Part time employees that are both covered and employed on 6/30/2020 will be exempt from the need for full time status. Part time employees first employed after 6/30/20 may participate in the District’s group insurance with premiums prorated per the schedule below:
 - a. Part time employees working a minimum of 3.75 hours up to 7 hours per work day are eligible for District insurance. The Board shall pay fifty percent (50%) of the premium and the employee shall pay fifty percent (50%) of the premium.

- b. Part time employees working less than 3.75 hours per work day are not eligible for District insurance.
3. Spousal Surcharge
- a. All employees electing family insurance coverage are subject to the Spousal Surcharge of One Thousand Dollars and zero cents (\$1,000.00) annually.
 - b. The Spousal Surcharge will be assessed to cover all spouses that are employed full-time (outside the district) and are eligible for medical/prescription coverage through their employer. The surcharge is specific to medical/prescription coverage; dental and vision coverages are excluded.
 - c. The Spousal Surcharge is not applicable if both spouses work full-time for the Chippewa Local Schools.
 - d. To claim exemption from the Spousal Surcharge due to the spouse not being employed full time or not eligible for medical/prescription coverage through their employers, a letter must be submitted to the Treasurer's Office by June 30 of each year. The letter must come from the employer, be printed on their company letterhead, be signed and dated by the HR administrator or other administrator that can confirm benefits and include a phone number in order to confirm the accuracy of the information.
 - e. Employees must notify the Treasurer's Office of any changes that occur during the year regarding their spouses' insurance eligibility within thirty (30) days of the change.
 - f. This change in Spousal Surcharge will go into effect with the ratification of the contract by CEA and Board of Education approval.
4. The insurance schedule of benefits is found on the District's intranet page.
5. Eligible dependents for medical/prescription and dental insurance include spouse, dependent child(ren) from birth to age 26, and unmarried dependent child(ren) of any age who is/are incapable of self-support due to a physical or mental handicap. Eligible dependents for vision insurance include spouse, dependent child(ren) from birth to the month the dependent child turns 19, or 24 if they are a registered, full-time student, and unmarried dependent child(ren) of any age who is/are incapable of self-support due to a physical or mental handicap.
6. The Board will provide a premium only IRS Section 125 plan.

B. Election Changes

- 1. Changes to elected insurance benefits are only accepted during the District Open Enrollment period held each fall.

2. Changes made during the Open Enrollment period will go into effect on the following January 1.
3. The only exception to this is if there is a Qualifying Life Event: marriage, divorce, child birth, child adoption, death of dependent, spousal eligibility change (change in employment), court-ordered dependent changes, and other exceptional circumstances approved by the insurance carrier. Employees must notify the Treasurer's Office of all Qualifying Life Events within thirty (30) calendar days of their occurrence.

C. Life Insurance

A term life insurance policy of Forty-Five Thousand Dollars (\$45,000) will be provided by the Board for all certified employees. Further, the insurance shall include accidental death and dismemberment benefit equal to the basic life coverage.

D. Bus Insurance

No employee shall be required to transport students. However, the Board agrees to cover employees under the Board policy for bus driving.

E. Liability Insurance

The Board agrees to purchase a liability insurance policy for all employees.

ARTICLE XIX – PRESCHOOL GRANT PROGRAM

A. Self-Contained Program

The parties agree that this program will be self-contained and self-supervised. Thus, no other employee will have any teaching or supervisory duties assigned regarding any student in this program other than occasional testing by guidance, psychological, or speech/hearing personnel.

B. Rights/Restrictions of Preschool Employees

Preschool employees are entitled to all sections of the Agreement except as modified below:

1. Contracts (Article V)

The Preschool employee will only be provided a limited one-year employment contract with the Preschool employee being a salaried position.

2. Reduction in Force (Article IX)

The Preschool employee has no right to a teaching position just by virtue of being employed as a Preschool employee. Thus, they are not entitled to any aspect of Article IX.

3. Salary (Article X)

The Preschool employee will be paid on the negotiated salary schedule at the salary step they are qualified for by education credits and experience either full-time or half-time, later defined herein. They will accrue annual increments if full-time or annual increments every two years if half time.

4. Teaching Duties (Article XII)

- a. The Preschool employee will not be eligible for any aspects of this article.
- b. However, the Preschool employees will not be required to attend regular faculty meetings, but attendance of School Safety Training and meetings will be required. Preschool employees will not be required to give grades and will not have other duties of regular employees.

5. Work Year and Work Day (Article XII)

- a. The Preschool employee will not be eligible for any aspects of this article.
- b. The work year will consist of a maximum of one hundred eighty-five (185) days for new employees (one hundred eighty-four (184) days for current employees) of which one hundred eighty (180) days are with students in attendance including Preschool parent-teacher conferences. In addition to the aforementioned days, employees will be required to attend Preschool open houses. The final compensated "workday" will be reduced to accommodate the required open house scheduled time. The length of the school day is 7.5 hours.
- c. A half-time Preschool employee will be scheduled with children for 3.75 hours or less. This will be for a maximum of four (4) days per week, with the fifth (5th) day being reserved for home visits, make-up days, or meetings in conjunction with the Preschool Program.
- d. The Preschool employee shall not be scheduled, except for home visits of newly enrolled students from the beginning of the employee's Christmas break to the first day of the second semester nor shall they be scheduled prior to September or after May, except for home visits.

6. Working Conditions & Individual Rights (Article XIII)

The Preschool employee shall not be eligible for any aspects of Section D (Class Size).

7. Insurance (Article XVIII)

The Preschool employee shall be entitled to all insurances if full-time. The Preschool employee, if half-time, shall only be provided hospitalization and dental insurance.

ARTICLE XX –RESIDENT EDUCATOR PROGRAM

The District has developed the Teacher Resident Educator program to provide educators with coaching, mentoring, and guidance that are critical to improve their skills, knowledge, and student achievement.

A. Definitions

1. The Resident Educator program means a program of support provided by a school district pursuant to state standards to provide quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional license.
2. A Resident Educator is an employee under a Resident Educator license.
3. A mentor is an employee trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

B. Purpose

An effective Resident Educator program is desirable to optimize the success of an employee in their first years of employment in order to advance to a five-year professional license.

C. Rationale

Consistent with the District’s Mission Statement, the employee has a major responsibility in enabling children to develop their unique skills and talents. It is in the best interest of the children of Chippewa Local Schools to provide a system of support for employees to help them.

D. Goals and Objectives

1. To build a strong mentor relationship between the Resident Educator and the mentor by:
 - a. Developing a mentor/Resident Educator team.
 - b. Providing training for mentors.
 - c. Providing the opportunity for interaction between mentor and Resident Educator.
2. To build a knowledge base of essential resources, policies, and procedures at the district level by:
 - a. Providing information regarding essential resources, policies, and procedures of the Chippewa Local Schools.
 - b. Providing information regarding essential resources, policies, and procedures of the building.
 - c. Providing information regarding essential resources, policies, and procedures at the state and federal levels.
3. To understand effective classroom techniques and procedures by:
 - a. Reinforcing effective classroom management skills.
 - b. Providing reinforcement for effective delivery of the curriculum.
4. To build an awareness of expectations by:
 - a. Fostering professional attitudes and positive self-esteem.
 - b. Defining community, district, and building expectations.
 - c. Defining Resident Educator expectations.
 - d. Building the Resident Educator toward self-reliance.
 - e. Providing for professional growth experiences for experienced employees.
 - f. Promoting the self-esteem of mentors and Resident Educators.

E. Roles and Responsibilities of the Building Principal

1. Oversee the implementation and coordination of the Resident Educator Program at the building level.

2. Be sensitive to the needs of the Resident Educator and mentor employee.
3. Promote a positive rapport among the faculty, Resident Educator, and mentor employee.
4. Disseminate information regarding building policies and procedures to the Resident Educator.
5. Guide the Resident Educator to outside resources.
6. Provide time, when possible, for the Resident Educator and mentor employees to meet.
7. Meet with the Resident Educator and mentor employee as needed.
8. Promote professionalism.
9. Arrange schedules to provide classroom visitations for either the mentor or Resident Educator as needed.
10. Assist in the evaluation of various aspects of the Resident Educator Program.
11. Notify the lead Mentor if the mentor's work as a mentor is not satisfactory and the mentor should not be selected again in the future. This will not be reflected in the mentor's teaching evaluation.
12. Evaluate the Resident Educator. This evaluation of the Resident Educator's teaching performance is the responsibility of the building administrator and will not involve the mentor.

F. Role and Responsibilities of the Mentor Employee

1. Participate in all mentor training.
2. Meet with the Resident Educator on a regular basis to accomplish the monthly goals and activities; communicate with building principal.
3. Establish rapport as a helping person.
4. Help Resident Educator to identify most immediate and pressing needs.
5. Help with ways to organize and manage the classroom.
6. Suggest ways to plan for instruction.
7. Observe teaching and provide non-evaluative feedback related to areas of instruction and classroom management. It is not the responsibility of the mentor to formally

evaluate the Resident Educator's teaching performance. This is the responsibility of the building principal.

8. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting self-assessment) and protocols to support the Resident Educator.
9. Help the Resident Educator with ways to implement the district curriculum.
10. Help acquaint the Resident Educator with other personnel in the building.
11. Suggest ways to communicate with parents.
12. Serve as a sounding board and mentor on a regular basis.
13. Promote professionalism.
14. Assist in the evaluation of various aspects of the Resident Educator Program.

G. Role and Responsibilities of the Resident Educator

1. Meet with the mentor employee on a regular basis to accomplish the monthly goals and activities.
2. Interact and cooperate with mentor and building principal.
3. Communicate needs to mentor.
4. Make an effort to implement suggestions or recommendations made by mentor.
5. Participate in Resident Educator seminars and activities.
6. Promote professionalism.
7. Assist in the evaluation of various aspects of the Resident Educator Program.

H. Role and Responsibilities of the District Superintendent

1. Be sensitive to the needs of the Resident Educator and mentor employees.
2. Promote a positive rapport among the faculty, administrators, Resident Educator and mentor employee.
3. Meet with the Resident Educators and mentor employees if needed.
4. Promote professionalism.
5. Verify the evaluation of the Resident Educator program.

6. Assign mentors to Resident Educators.
7. Release mentor employees if necessary.

I. Role and Responsibilities of the Lead Mentor. (This position will be assigned by the Superintendent.)

1. Oversee the implementation and coordination of the Resident Educator Program at the district level.
2. Be sensitive to the needs of the Resident Educator, mentor employee, and building administrator.
3. Promote a positive rapport among the Administration, faculty, Resident Educator, and mentor employee.
4. Disseminate information regarding district policies and procedures to the Resident Educator.
5. Participate in the training of mentors.
6. Participate in the orientation of Resident Educators.
7. Attend mentor staff development and planning meetings.
8. Conduct the evaluation of various aspects of the Resident Educator program.
9. Provide support for mentor employees throughout the year.
10. Investigate situations where principals recommend that mentor be relieved from their assignment and make a recommendation to the Superintendent about the situation.
11. Notify the Resident Educator committee of investigations, reports, or inquiries about mentor assignment problems.

J. Role and Responsibilities of the Resident Educator Committee

1. Review mentor applications.
2. Select mentors to be included in the program and submit those recommendations to the superintendent.
3. Notify those employees who are selected to be mentors.
4. Notify those employee applicants who are not selected for the mentor program.
5. Monitor the implementation of the Resident Educator program.

6. Make suggestions and corrective recommendations as appropriate to the superintendent when mentor assignment problems occur.
7. Participate in the yearly review of the Resident Educator program and make recommendations for revisions if necessary.

K. Mentor Qualifications & Selection

1. Mentors must have the knowledge, skills, attitudes, values, and professionalism for becoming a mentor. These will be the specific criteria for mentor selection:
 - a. A mentor needs to have a thorough understanding of learning theories, child growth and development, principles of learning, and student evaluation.
 - b. A mentor needs to have knowledge of the community and students at the Resident Educator's school, including any special need of those students.
 - c. A mentor should possess a clear understanding of school policies, procedures, routines, and the Agreement.
 - d. A mentor needs a thorough understanding of the school's curriculum, courses of study, and competency-based education programs.
 - e. A mentor should have general knowledge in the Resident Educator's subject area(s), but is not always necessary for the Resident Educator's subject matter to be the mentor's major area of study.
 - f. A mentor needs to know what instructional resources are available to assist the Resident Educator.
 - g. A mentor should possess a wide variety of effective instructional skills.
 - h. A mentor must have good general communication skills while interacting with adults including being a good listener and being able to clearly express ideas and feelings.
 - i. A mentor should have a history of interacting and working well with others.
 - j. A mentor needs skills in planning, organizing, and managing work.
 - k. A mentor should be a good problem solver, able to define a problem, provide alternatives for solving the problem, choose logical alternatives and implement and evaluate the chosen solution.
 - l. A mentor must exhibit general leadership skills, even if not previously assigned to a formal leadership role.

- m. Because a mentor will have to learn a wide variety of new knowledge and skills to match specific mentoring techniques to different individuals and situations, the mentor must possess high-level learning and thinking skills.
- n. A primary characteristic for being a mentor is dedication to the teaching profession.
- o. A mentor must have a concern for Resident Educators and be willing to expend time and energy in supporting their entry into the profession.
- p. A mentor must demonstrate a reasonably high level of self-confidence in assuming the mentor role.
- q. A mentor must have personal and professional respect for Resident Educators.
- r. A mentor should be interested in facilitating rather than controlling.
- s. A mentor should be able to demonstrate and communicate an awareness of issues that advance the stature of his/her teaching area as well as public education in general.
- t. A mentor should be knowledgeable about sources of professional growth, such as college classes, organizations, programs, and workshops, for the Resident Educator.
- u. A mentor must be able to either assist or give proper directions for assistance in matters involving rights and benefits regarding the employment and Agreement.
- v. A mentor should maintain membership and activity in professional education organizations.

2. Mentor Selection

- a. Mentor teachers must have taught for three years in the Chippewa Local Schools. There is no requirement that the mentor has earned a Master's degree.
- b. All employees will be made aware of the program prior to mentor selection.
- c. Any employee can volunteer himself/herself to be a mentor.
- d. The applicant employee must submit three references to the Resident Educator committee on the Mentor Reference Form. One of these references must be the applicant's building principal.
- e. Upon receiving the applications for mentors, the Resident Educator Committee will review the candidates and select potential mentors who will be recommended to the Superintendent.

L. Mentor Training

1. All mentors will receive training prior to working with the Resident Educator and throughout the school year as necessary. All mentors shall be provided with State required mentor training. Mentors will be provided with an orientation to mentoring responsibilities and training in knowledge and skills necessary to perform mentoring responsibilities.
2. Training will be given to all mentor teachers in the following areas:
 - a. Peer coaching and/or clinical supervision including effective conferencing.
 - b. Skills of effective communications and problem-solving skills.
 - c. Needs of the Resident Educator as an adult learner.
 - d. Procedures of implementing a Resident Educator program.
 - e. Roles and responsibilities of the Resident Educator participants:
 - (i) Mentor Teacher
 - (ii) Resident Educator Teacher
 - (iii) Building Principal
 - f. Effective teaching with an emphasis on instructional and classroom skills.

M. Mentor Support

Supplemental pay for the mentors and lead mentor shall be issued at the rate established in the Agreement. The Lead Mentor will be responsible for application of any funded amounts before payment is made.

N. Mentor Assignment

1. From the pool of mentors selected by the selection committee, the Superintendent will assign a trained mentor employee to each Resident Educator hired by the district.
2. Assignments will only be in one-on-one teams, one mentor assigned to one Resident Educator for one school year.
3. In making these assignments the Superintendent will select mentors with the same certificate or job assignment as the Resident Educator, whenever possible. The mentor employee will be selected from the same building as the Resident Educator, whenever possible. This is especially important at the elementary level. In the case of Resident Educator circuit employees, it is important that the mentor is also a circuit employee with the same certification, if possible.

4. If no mentor employees with the appropriate certification are available within a building, the superintendent will assign a trained mentor from that building that has a different licensure. If no mentor employees are available in a particular building, the Superintendent will assign a trained mentor employee from another building.
5. Six weeks after the beginning of the school year, the Resident Educator may request to the Superintendent the reassignment of mentors. The Superintendent will investigate the situation and will reassign the mentor if appropriate.
6. Mentors may also request reassignment to a different Resident Educator six weeks after the beginning of the school year. The Superintendent will investigate the situations and will reassign the Resident Educator if appropriate. If the mentor does not work an entire school year as a mentor, the supplemental pay will be prorated for the period of time actually worked.
7. In the event of illness or emergency during the school year that prevents the mentor from completing the year as a mentor, the Superintendent will assign another mentor to finish the year.
8. If an employee meeting the qualification for inclusion in the Resident Educator program is hired during the school year, that Resident Educator will be assigned a mentor for the remainder of that school year.

O. District Provided Assistance for Resident Educators

1. Each Resident Educator will be given an initial orientation on the following matters:
 - a. The pupils and community to be served.
 - b. School policies, procedures, and routines.
 - c. Courses of study, competency-based education programs, and responsibilities for 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.
 - f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
 - g. Employment benefits.
2. Each Resident Educator will be provided with the following:
 - a. Assistance in acquiring knowledge of the 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 Educators.
- c. Assistance in the improvement of instructional skills and classroom management.
- d. Assistance in using the procedures and forms necessary to acquire employment benefits.

ARTICLE XXI – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE/LICENSURE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities.

B. Term of Office

The term of office for LPDC members shall be three (3) years.

C. Committee Composition and Selection

1. The committee shall be comprised of five (5) members as follows:
 - a. Three (3) employees appointed by May 1 by the CEA.
 - b. Two (2) persons appointed by the Superintendent, one of whom shall be a principal.
 - c. When an administrator's license is being considered, a majority of the five-person committee shall be administrative. The third administrator shall be selected by the Superintendent.
2. Vacancies arising during the term shall be filled in the same manner.

D. Chairperson

The chairperson shall be determined by majority vote of the committee members.

E. Decision Making

A quorum of not less than three (3) members shall be required to make decision. Decisions shall be made by majority vote of the committee members.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's. Training shall not occur at times when students are in attendance.
2. LPDC members shall be reimbursed for all reasonable actual and necessary expenses incurred as part of the training.

G. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as needed.
2. Committee members shall be paid a supplemental contract equivalent to two percent (2%) of the BA-0 base salary.

H. Compatibility

The LPDC shall not have any authority to revise, change or modify any article or section of this Negotiated Agreement, except as provided by ORC §4117.10(C) or as provided by this Negotiated Agreement.

I. Secretarial Services

Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid for by the Board working in collaboration with the Superintendent. The responsibility for keeping track of necessary requirements is that of the individual employee or administrator whose license is being considered.

J. Educational Plans

Educational plans shall be submitted electronically to the LPDC for approval. If there are questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

K. Appeals Process

1. An educator is entitled by law to appeal an adverse decision by the LPDC. A three (3) person appellate panel composed of licensed educators will decide all appeals from a contested decision. The following procedure shall be followed in the event that a LPDC decision is appealed:
 - a. Notification of intent to appeal must be filed with the LPDC chairperson within ten (10) working days of the decision in question.

- b. The LPDC shall select a licensed educator within five (5) working days from the appeal notification date.
- c. The appealing educator shall select a licensed educator within five (5) working days from the appeal notification date.
- d. The third licensed educator shall be chosen by the above two (2) members within seven (7) working days of the appeal notification date.
- e. The appellate panel will meet with the appealing educator to review the plan in question within ten (10) working days after the appellate panel has been formed. The chairperson of the LPDC will supply the appellate panel with all information and documentation necessary to consider the appeal. A majority vote will determine the outcome of the appeal. The decision of the appellate panel is final.

L. Reciprocity

New hires who hold a license issued by the ODE, and who have coursework/activities applicable to their current renewal cycle which were approved by their prior district's LPDC, shall have completed coursework/activities approved by the Chippewa LPDC. Remaining hours shall be subject to the normal LPDC process.

ARTICLE XXII – EMPLOYMENT OF RETIRED CERTIFIED PERSONNEL

A. Eligibility

- 1. The Board of Education may consider employment of a previously retired applicant to fill any certified vacancy.
- 2. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. A current employee who retires, and requests to return under provisions of this Article, must completely fulfill the provisions of their last pre-retirement individual contract of employment in order to be considered for additional employment.

B. Salary Schedule Placement

For purposes of initial salary schedule placement, a previously retired employee will be granted a maximum of ten (10) years' service credit upon employment. Future step increase after the initial placement on the salary schedule will be at the discretion of the Superintendent. However, a previously retired employee may not advance beyond step 10 on the district salary schedule. Previously retired employees will be credited with all earned training/education for purposes of initial salary schedule placement.

C. Contracts

Previously retired employees will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. Previously retired employees may be reemployed from year to year under limitations described in this paragraph, with Board approval, but shall not be eligible for multiyear contracts or continuing contract status.

D. Seniority

Previously retired employees will not accrue seniority.

E. Severance

Previously retired employees shall not be eligible to participate in contractual retirement incentive programs, if any, or for severance pay upon separation from employment.

F. Insurance

Previously retired employees shall be eligible to participate in the district's single coverage hospitalization, dental or other health care programs offered to employees when the previously retired employee is ineligible for health insurance through STRS. If ineligible for STRS coverage, the previously retired employee may participate in family coverage at his/her own expense, paying the difference in the premium rate for single and family coverage.

G. Other Contract Articles

Previously retired employees shall be entitled to all other contract benefits available to bargaining unit members unless limited by specific provisions of this article.

ARTICLE XXIII – DURATION, INTENT, AND SIGNATURES

A. This Agreement is made and entered into this 13th day of March, 2023, by and between the Board on behalf of the Board and Administration and the CEA on behalf of themselves and all certified contract employees. All parties agree to comply with the provisions of this Agreement.

B. Both the Board and CEA have accepted and ratified this agreement witnessed by their representatives whose signatures appear below.

C. Legal Provisions

1. This Agreement is the total negotiated Agreement between the Board and the CEA. If there is any conflict between this Agreement and any policy or practice, this Agreement shall be controlling. Should any provision of this Agreement be found contrary to ORC, the parties shall meet within ten (10) working days of a request by either party to determine the extent and reword the section of the Agreement, if any, found to be contrary to law. Regardless, the remaining sections of the Agreement shall remain in effect.
2. All policies, rules, or regulations not changed by this Agreement that are, by law, mandatory subjects of bargaining shall remain as is for the duration of this Agreement unless mutually changed by the parties to this Agreement.
3. The execution of this Agreement constitutes a legal and binding document on both parties and may not be changed, altered, or modified by either party unless done in accordance with this Agreement.
4. This Agreement replaces all previously negotiated Agreements and shall represent all employee rights, privileges, and benefits granted by the Board to employees and unless specifically set forth in this Agreement, all practices and benefits previously granted are no longer in effect.

D. Definition of Day

“Day” as used in this Agreement shall mean calendar day, but shall not include any Saturday, Sunday, or holiday unless otherwise indicated herein.

E. Duration

This agreement is effective July 1, 2023, through June 30, 2026.

F. Signatures

The parties have authorized their representatives to sign below.

For the CEA

Carolyn Herbansky
CEA President

Scott Marshall
Negotiator

Ken Lasser
Negotiator

Beth A. Og
Negotiator

Negotiator

For the Board of Education

Jersey Geller
Board of Education President

Todd S. Os
Negotiator

Jim D. Hamman 12/23
Negotiator

[Signature]
Negotiator

Negotiator

CHIPPEWA LOCAL SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL: _____

Name _____ Building _____

Specific item alleged violated, misinterpreted and/or misapplied:

Statement of Grievance: _____

Remedy Requests:

Signature of aggrieved

Date filed at this level

Disposition rendered: _____

Signature of person rendering disposition

Date

(Attach additional pages as necessary to complete any section)

CHIPPEWA LOCAL SCHOOL DISTRICT
LIMITED TEACHING CONTRACT

- | | |
|----------------------------------|---|
| 1. Teacher's Name: | 4. School year(s) Covered by this Contract: |
| 2. Employment Resolution | 5. Salary/Rate per School Year: |
| 3. Effective Date of Employment: | 6. Date of Board of Education Signature: |

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the Chippewa Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the teacher does of have continuing service status in the Chippewa Local School District and the teacher has been recommended for employment or re-employment under a limited contract of employment by the Superintendent of Schools, and the Board of Education has approved such recommendation; and

WHEREAS, the teacher has been notified, as required by O.R.C. §3307.58, of his or her duties and obligations under O.R.C. Chapter 3307, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the Chippewa Local School District for the school year(s) set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended, and that the teacher accepts the provisions of the law pertaining to the State Teachers Retirement System as a part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the teacher agrees to abide by rules and regulations adopted by the Board of Education for the governance of its employees, to teach annually the number of school days prescribed by the Board of Education, and to perform such duties as have in the past been performed by teachers in the Chippewa Local School District and as shall be directed and assigned by the Superintendent of Schools pursuant to O.R.C. 3319.01.

APPENDIX B

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted, and, if this limited contract is for a term longer than one school year, for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law, notice of which shall be given to the teacher as provided by O.R.C. §3319.12, or provisions hereafter amendatory or supplementary thereto.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand, on the date set forth in Block No. 6, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE
CHIPPEWA LOCAL SCHOOL DISTRICT

Board President

Treasurer

Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 6, to the Superintendent of Schools.

CHIPPEWA LOCAL SCHOOL DISTRICT
CONTINUING TEACHING CONTRACT

- | | |
|----------------------------------|---|
| 1. Teacher's Name: | 4. School year(s) Covered by this Contract: |
| 2. Employment Resolution Date: | 5. Salary/Rate per School year: |
| 3. Effective Date of Employment: | 6. Date of Board of Education Signature: |

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the Chippewa Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the teacher qualifies for continuing service status in the school district under O.R.C. §3319.11; and

WHEREAS, the teacher has been recommended for employment or re-employment by the Superintendent of Schools, and the Board of Education has approved such recommendation; and

WHEREAS, the teacher has been notified, as required by O.R.C. §3307.58, of his or her duties and obligations under O.R.C. Chapter 3307, being laws pertaining to the State Teachers Retirement System, as a condition of his or her employment.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the Chippewa Local School District until, in accordance with law, the teacher resigns, elects to retire, is retired, or until, as provided by law, this contract is terminated or suspended, and that the teacher accepts the provisions of the law pertaining to the State Teachers Retirement System as a part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the teacher agrees to abide by rules and regulations adopted by the Board of Education for the governance of its employees, to teach annually the number of school days prescribed by the Board of Education, and to perform such duties as have in the past been performed by teachers in the school district and as shall be directed and assigned by the Superintendent of Schools pursuant to O.R.C. 3319.01.

APPENDIX C

IN CONSIDERATION of such service and the performance of such duties, the Board of Education agrees to pay the teacher for the school year hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in Block No. 5, payable as provided by resolution of the Board of Education duly adopted, and for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law, notice of which shall be given to the teacher as provided by O.R.C. §3319.12, or provisions hereafter amendatory or supplementary thereto.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand, on the date set forth in Block No. 6, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE
CHIPPEWA LOCAL SCHOOL DISTRICT

Board President

Treasurer

Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 6, to the Superintendent of Schools.

CHIPPEWA LOCAL SCHOOL DISTRICT
SUPPLEMENTAL TEACHING CONTRACT

- | | |
|----------------------------------|--|
| 1. Teacher's Name: | 5. Supplemental Duty Position: |
| 2. Employment Resolution Date: | 6. Salary/Rate per School Year: |
| 3. Effective Date of Employment: | 7. Contract Termination Date: |
| 4. School year(s): | 8. Date of Board of Education
Contract Signature: |

AN AGREEMENT by and between the person whose name appears hereinabove in Block 1, and who is referred to hereinafter as the "teacher" and the Board of Education of the Chippewa Local School District ("Board"), pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in Block No. 2;

WHEREAS, the Board of Education has determined it necessary to provide the services herein set forth, has accepted the recommendation of the Superintendent of Schools of the Chippewa Local School District that the teacher be engaged to perform said services, and has authorized this contract; and

WHEREAS, said services are in addition to the teacher's regular duties as a teacher in the Chippewa Local School District.

NOW, THEREFORE, IT IS MUTUALLY AGREED that on and after the effective date of employment under this contract as hereinabove set forth in Block No. 3, the teacher shall be employed in the public schools of the Chippewa Local School District for the school year(s) hereinabove set forth in Block No. 4, or such part thereof as may succeed the effective date of employment under this contract, or until such earlier time as the teacher in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law is terminated or suspended, to serve in the position hereinabove set forth in Block No. 5, and that the teacher's duties in said position shall be directed and assigned by the Superintendent pursuant to O.R.C. §3319.01.

IT IS FURTHER MUTUALLY AGREED that the Board agrees to pay the teacher at the rate set forth in Block No. 6, per school year, payable as provided by resolution of the Board of Education duly adopted.

IT IS FURTHER MUTUALLY AGREED that the teacher's obligation to perform the services and duties provided for herein, and the Board of Education's obligation to accept the teacher's performance of such services and duties shall terminate on the date hereinabove set forth in Block No. 7, and the Board of Education shall not be obligated to compensate the teacher for any such duties performed after said date.

APPENDIX D

IT IS FURTHER MUTUALLY AGREED that if the activity for which this supplemental teaching contract is issued is canceled for any reason, including lack of funding or lack of student participation, then at the option of the Board this supplemental contract may be terminated by giving written notice of termination to the teacher.

IN WITNESS WHEREOF, the Board of Education by its President and Treasurer, has set its hand on the date set forth in Block No. 8, and the teacher has set his/her hand, on the date set forth below.

BOARD OF EDUCATION OF THE
CHIPPEWA LOCAL SCHOOL DISTRICT

Board President

Treasurer

Teacher/Date

INSTRUCTION TO TEACHER:

Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 8, to the Superintendent of Schools.

CHIPPEWA LOCAL SHCOOL DISTRICT
CERTIFIED SALARY NOTICE

Board Meeting Date: _____

TO: _____

S.S.# _____

You are hereby notified that your salary for the _____ school year will be:

STEP: _____

_____ DAYS @ _____ = _____
_____ DAYS @ _____ = _____

REG. SALARY TOTAL: _____

PLUS BOARD PAID BENEFITS:

Retirements @ _____ _____
Hospitalization _____
Life Insurance _____
Dental Insurance _____
Medicare @ _____ _____
(hired after 3/1/86)

Total Board Paid Benefits: _____

GRAND TOTAL REG. SALARY &
BOARD PAID BENEFITS: _____ *

*Does not include Board cost of other benefits such as sick days, personal days, jury duty days, calamity days, mileage, tuition reimbursement for certified employees, uniform allowance for some classified employees, and other miscellaneous items.

Treasurer
Chippewa Local Board of Education

CHIPPEWA LOCAL SCHOOL DISTRICT
CLASS COVERAGE REIMBURSEMENT FORM

Name _____ Building _____

THIS IS TO CERTIFY THAT I COVERED (SPLIT) THE CLASS OF _____

_____ on _____ for the _____
Teacher Date Period (Time)

Teacher Signature

Date

Principal Signature

Date

NOTE: REIMBURSEMENT IS ONLY AT THE END OF
THE SEMESTER OR THE END OF THE YEAR

Domain 1 – Planning & Preparation – Probationary

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

Domain 2 – The Classroom Environment - Probationary

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

Domain 3 – Instruction – Probationary

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

Domain 4 – Professional Responsibility - Probationary

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

Domain 1 – Planning & Preparation – Non Probationary Employee

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

Domain 2 – The Classroom Environment - Non Probationary Employee

Domain 2 The Classroom Environment	Levels of Performance		
	U: Unsatisfactory	P: Proficient	D: Excellent/Distinguished
<p>2a: Creating an Environment of Respect and Rapport</p> <ul style="list-style-type: none"> Teacher Interaction with students Student Interaction 	<ul style="list-style-type: none"> Teacher interactions with students do not reflect warmth, caring, and are generally disrespectful of cultural and developmental differences among students. There are occasional displays of insensitivity by teacher. Teacher ignores or does not address student disrespect. 	<ul style="list-style-type: none"> Teacher interactions with students reflect warmth, caring, and are generally respectful of cultural and developmental differences among students. Student interactions are generally polite and respectful. 	<ul style="list-style-type: none"> Teacher interactions with students are highly respectful and reflect genuine warmth and caring toward individuals. Students themselves monitor interactions to ensure high levels of civility. Teacher and students encourage mutual respect.
<p>2b: Establishing a Culture for Learning</p> <ul style="list-style-type: none"> Importance of the content Student pride in work Expectations for learning and achievement 	<ul style="list-style-type: none"> In the classroom, there is minimal teacher commitment to the subject and minimal or inconsistent expectations for student achievement. There is limited evidence of students' pride in work. There are limited opportunities for students to be active participants in learning. 	<ul style="list-style-type: none"> In the classroom there is genuine enthusiasm and consistent commitment for the subject by both teacher and students. There are high expectations for student achievement and consistent evidence of student pride in their work. There are many opportunities for students to be active participants in the learning. 	<ul style="list-style-type: none"> In the classroom, there is a passionate commitment to the subject and its value is important to teacher and students alike. There are high expectations for the learning of all students. Student responsibility in establishing a culture for learning is in evidence as students take pride in their work, initiate improvements to their products, and hold their work to the highest standard.
<p>2c: Managing Classroom Procedures</p> <ul style="list-style-type: none"> Management of instructional groups, transitions, materials, and supplies Performance of non-instructional duties Utilization of volunteers and paraprofessionals 	<ul style="list-style-type: none"> Teacher's classroom routines and procedures are established, but function unevenly or inconsistently. There is loss of instructional time. Instructional groups are partially organized resulting in some off-task behaviors. 	<ul style="list-style-type: none"> Teacher's classroom routines and procedures are established and function smoothly. There is little loss of instructional time. Instructional groups are organized, resulting in student engagement at all times. 	<ul style="list-style-type: none"> Teacher's classroom routines and procedures are seamless in their operation and students assume considerable responsibility for their smooth functioning. Instructional groups assume responsibility for productivity and are engaged at all times.
<p>2d: Managing Student Behavior</p> <ul style="list-style-type: none"> Expectations Monitoring of student behavior Response to student misbehavior 	<ul style="list-style-type: none"> The teacher has made a limited effort to establish standards of conduct for students. The teacher monitors student behavior and responds to student misbehavior; however, these efforts are not consistent or yield limited success. 	<ul style="list-style-type: none"> The teacher is aware of student behavior at all times and has established clear standards of conduct. The teacher responds to misbehaviors in ways that are appropriate and respectful of the students. 	<ul style="list-style-type: none"> The teacher's monitoring of student behavior is subtle and preventive. The teacher's response to student behavior is sensitive to individual student needs. The students' behavior is entirely appropriate and shows evidence of students' participation in setting expectations and monitoring behaviors.
<p>2e: Organizing Physical Space</p> <ul style="list-style-type: none"> Safety and arrangement of furniture Accessibility to learning and use of physical resources 	<ul style="list-style-type: none"> The teacher makes poor use of the physical environment resulting in unsafe and/or disorganized conditions. There are inaccessible learning conditions for some students. 	<ul style="list-style-type: none"> The teacher's classroom is safe and permits accessible learning to all students. The teacher uses physical resources well. 	<ul style="list-style-type: none"> The teacher's classroom is safe and encourages students to contribute to the safety of the physical environment. Both teacher and students use physical resources optimally, ensuring that learning is accessible to all.

Domain 3 – Instruction – Non Probationary Employee

Domain 3 Instruction	Levels of Performance		
	U: Unsatisfactory	P: Proficient	D: Excellent/Distinguished
<p>3a: Communicating Clearly and Accurately</p> <ul style="list-style-type: none"> Directions and procedures Oral and written language Learning Goals 	<ul style="list-style-type: none"> Directions, procedures, oral and written language and learning goals contain errors, or are unstated. May not be expressed at an appropriate level of difficulty causing some student confusion. 	<ul style="list-style-type: none"> Directions, procedures, oral and written language and learning goals are clear and accurate. Use of vocabulary and level of detail are appropriate to students. 	<ul style="list-style-type: none"> Directions, procedures, oral and written language and learning goals are clear and expressive. Possible student misconceptions are anticipated.
<p>3b: Using Questioning and Discussion Techniques</p> <ul style="list-style-type: none"> Quality of questions Discussion techniques Student participation and discussion 	<ul style="list-style-type: none"> Use of questioning is predominately low level. Attempts to engage students in discussion yield uneven results and limited success. 	<ul style="list-style-type: none"> Use of questioning and discussion techniques reflects all levels of questioning. True discussion and full participation by all students is evident. 	<ul style="list-style-type: none"> Questions are of uniformly high quality. Adequate time is allowed for student responses. Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
<p>3c: Engaging Students in Learning</p> <ul style="list-style-type: none"> Representation of content Activities and assignments Grouping of students Instructional materials and resources Structure and pacing 	<ul style="list-style-type: none"> Students are engaged only partially in significant learning, resulting from: <ul style="list-style-type: none"> *Activities or materials of uneven quality, *Inconsistent representations of content, *Grouping of students, or *Uneven structure, pacing, or lack of closure. 	<ul style="list-style-type: none"> Students are engaged in significant learning throughout the lesson with: <ul style="list-style-type: none"> *Appropriate activities and materials, *Instructive representations of content, *Grouping of students, and *Suitable structure, pacing, and closure of the lesson. 	<ul style="list-style-type: none"> Students are engaged in significant learning throughout the lesson with: <ul style="list-style-type: none"> *Student contributions, *Appropriate activities and materials, *Instructive representation of content, *Grouping of students, and *Suitable structure, pacing, and closure allowing for reflection.
<p>3d: Providing Feedback to Students</p> <ul style="list-style-type: none"> Quality, accurate, substantive, constructive, and specific Timeliness 	<ul style="list-style-type: none"> Provides students with feedback that is uneven in quality and content, and may not be timely. 	<ul style="list-style-type: none"> Provides students with consistently high quality, specific and timely feedback. Students make use of the feedback in their learning. 	<ul style="list-style-type: none"> Teacher provides students with consistently high quality, specific, timely feedback. Students are led to self-assess their own learning.
<p>3e: Demonstrating Flexibility and Responsiveness</p> <ul style="list-style-type: none"> Response to students Lesson adjustments Persistence 	<ul style="list-style-type: none"> Demonstrates limited flexibility and responsiveness to students' needs and interests during a lesson. Seeks to ensure the success of all student learning, but has only a limited repertoire of instructional strategies. 	<ul style="list-style-type: none"> Seeks ways to ensure successful learning for all students. Makes adjustments as needed to instructional plans and to students' interests and questions. Successfully uses a variety of instructional strategies. 	<ul style="list-style-type: none"> Highly responsive to students' interests and questions. Makes major lesson adjustments as necessary. Persists in seeking effective approaches for all students using an extensive repertoire of strategies.

Domain 4 – Professional Responsibility - Non Probationary Employee

Domain 4 Professional Responsibilities	Levels of Performance		
	U: Unsatisfactory	P: Proficient	D: Excellent/Distinguished
4a: Reflecting on Teaching <ul style="list-style-type: none"> • Accuracy • Use in future teaching 	<ul style="list-style-type: none"> • Sometimes reflects inaccurately. • Makes global or few suggestions as to how lesson might be improved. 	<ul style="list-style-type: none"> • Reflects accurately, citing general characteristics. • Makes some specific suggestions as to how lesson might be improved. 	<ul style="list-style-type: none"> • Reflects on lesson accurately and perceptively, citing specific examples. • Draws on an extensive repertoire to suggest alternative strategies.
4b: Maintaining Accurate Records <ul style="list-style-type: none"> • Student completion of assignments • Student progress in learning • Non-instructional records • Timeliness 	<ul style="list-style-type: none"> • Has a rudimentary, partially effective system for maintaining accurate records. • Fails to meet deadlines. 	<ul style="list-style-type: none"> • Has efficient and effective system for maintaining accurate records. • Usually meets deadlines. 	<ul style="list-style-type: none"> • Has efficient and effective system for maintaining accurate records. • Always meets deadlines.
4c: Communicating with Families <ul style="list-style-type: none"> • Information about the instructional programs • Information about individual students • Engagement of families in the instructional program 	<ul style="list-style-type: none"> • Communication with families is limited or nonexistent. • Makes little effort to engage families in the instructional program. • Fails to provide information in a timely manner. 	<ul style="list-style-type: none"> • Communicates frequently with families. • Successfully engages families in the instructional program. • Provides information about student programs in a timely manner. 	<ul style="list-style-type: none"> • Communicates frequently and diplomatically with families. • Successfully engages families in the instructional program. • Provides information about student programs in a timely manner.
4d: Contributing to the School and District <ul style="list-style-type: none"> • Relationships with colleagues • Service to the school • Participation in school and district projects 	<ul style="list-style-type: none"> • Has negative or self-serving relationship with colleagues. • Minimal participation in team, department, grade level, school, and district initiatives. 	<ul style="list-style-type: none"> • Maintains positive, collaborative relationships with colleagues. • Participates actively in team, department, grade level, school, and district initiatives. 	<ul style="list-style-type: none"> • Assumes leadership with colleagues. • Makes a substantial contribution to team, department, grade level, school, and district.
4e: Growing and Developing Professionally <ul style="list-style-type: none"> • Enhancement of content knowledge and pedagogical skills • Participation in local professional development 	<ul style="list-style-type: none"> • Does not participate in local professional development activities, even when such activities are clearly needed for the development of the teacher's teaching. 	<ul style="list-style-type: none"> • Participates actively in local professional development activities. • Contributes to the professional culture of the building/district. 	<ul style="list-style-type: none"> • Makes a substantial contribution to the professional culture of the building and district. • Actively pursues own professional development.
4f: Showing Professionalism <ul style="list-style-type: none"> • Service to Students • Advocacy • Decision making 	<ul style="list-style-type: none"> • Contributes to practices that are inappropriate, self-serving or harmful to students. • Teacher is not alert to students' social/emotional needs. 	<ul style="list-style-type: none"> • Makes genuine and successful efforts to serve students' social/emotional needs. • Presents a positive professional image. 	<ul style="list-style-type: none"> • Assumes a leadership position to guarantee that school practices and procedures serve all students' social/emotional needs, particularly those traditionally underserved. • Presents a professional image and serves as a positive role model for students.

Step Index Factors Effective July 1, 2023

STEP		BA/BS	150/SH	MA/MS	MA+15	MA+30
0		1.0000	1.0330	1.0700	1.1000	1.1300
1		1.0380	1.0770	1.1225	1.1610	1.1910
2		1.0760	1.1210	1.1750	1.2220	1.2520
3		1.1140	1.1650	1.2275	1.2830	1.3130
4		1.1520	1.2090	1.2800	1.3440	1.3740
5		1.1900	1.2530	1.3325	1.4050	1.4350
6		1.2280	1.2970	1.3850	1.4660	1.4960
7		1.2660	1.3410	1.4375	1.5270	1.5570
8		1.3040	1.3850	1.4900	1.5880	1.6180
9		1.3420	1.4290	1.5425	1.6490	1.6790
10		1.3800	1.4730	1.5950	1.7100	1.7400
11		1.4180	1.5170	1.6475	1.7710	1.8010
12		1.4560	1.5610	1.7000	1.8320	1.8620
13		1.4560	1.5610	1.7525	1.8930	1.9230
14		1.4633	1.5688	1.7613	1.9025	1.9326
17		1.4633	1.5688	1.7878	1.9332	1.9633
20		1.4633	1.6130	1.8140	1.9638	1.9939
24		1.5397	1.6130	1.8668	2.0251	2.0552
27		1.5779	1.6130	1.9196	2.0864	2.1165

Salary by Step and Education FY 2024

FY 2024 % Increase over FY 2023

3.50%**FY 2024****Base****\$39,531**

STEP	BA/BS	150 S/H	MA/MS	MA+15	MA+30
0	39,531	40,835	42,298	43,484	44,670
1	41,033	42,575	44,373	45,895	47,081
2	42,535	44,314	46,449	48,228	49,493
3	44,037	46,053	48,524	50,718	51,904
4	45,539	47,793	50,599	53,129	54,315
5	47,042	49,532	52,675	55,541	56,727
6	48,544	51,271	54,750	57,952	59,138
7	50,046	53,011	56,826	60,364	61,549
8	51,548	54,750	58,901	62,775	63,961
9	53,050	56,489	60,976	65,186	66,372
10	54,552	58,229	63,052	67,598	68,784
11	56,055	59,968	65,127	70,009	71,195
12	57,557	61,708	67,202	72,420	73,606
13	57,557	61,708	69,278	74,832	76,018
14	57,845	62,016	69,626	75,207	76,397
15	57,845	62,016	69,626	75,207	76,397
16	57,845	62,016	69,626	75,207	76,397
17	57,845	62,016	70,673	76,421	77,611
18	57,845	62,016	70,673	76,421	77,611
19	57,845	62,016	70,673	76,421	77,611
20	57,845	63,763	71,709	77,631	78,820
21	57,845	63,763	71,709	77,631	78,820
22	57,845	63,763	71,709	77,631	78,820
23	57,845	63,763	71,709	77,631	78,820
24	60,866	63,763	73,796	80,054	81,244
25	60,866	63,763	73,796	80,054	81,244
26	60,866	63,763	73,796	80,054	81,244
27	62,376	63,763	75,883	82,477	83,667
28	62,376	63,763	75,883	82,477	83,667
29	62,376	63,763	75,883	82,477	83,667
30	62,376	63,763	75,883	82,477	83,667

Salary by Step and Education FY 2025

FY 2025 % Increase over FY 2024 **2.75%**

FY 2025
Base \$40,618

STEP	BA/BS	150 S/H	MA/MS	MA+15	MA+30
0	40,618	41,958	43,461	44,680	45,898
1	42,161	43,745	45,594	47,157	48,376
2	43,705	45,533	47,726	49,554	50,854
3	45,248	47,320	49,858	52,113	53,331
4	46,792	49,107	51,991	54,590	55,809
5	48,335	50,894	54,123	57,068	58,287
6	49,879	52,681	56,256	59,546	60,764
7	51,422	54,469	58,388	62,024	63,242
8	52,966	56,256	60,521	64,501	65,720
9	54,509	58,043	62,653	66,979	68,197
10	56,053	59,830	64,786	69,457	70,675
11	57,596	61,617	66,918	71,934	73,153
12	59,140	63,405	69,050	74,412	75,631
13	59,140	63,405	71,183	76,890	78,108
14	59,436	63,721	71,540	77,276	78,498
15	59,436	63,721	71,540	77,276	78,498
16	59,436	63,721	71,540	77,276	78,498
17	59,436	63,721	72,617	78,522	79,745
18	59,436	63,721	72,617	78,522	79,745
19	59,436	63,721	72,617	78,522	79,745
20	59,436	65,517	73,681	79,765	80,988
21	59,436	65,517	73,681	79,765	80,988
22	59,436	65,517	73,681	79,765	80,988
23	59,436	65,517	73,681	79,765	80,988
24	62,539	65,517	75,825	82,255	83,478
25	62,539	65,517	75,825	82,255	83,478
26	62,539	65,517	75,825	82,255	83,478
27	64,091	65,517	77,970	84,745	85,968
28	64,091	65,517	77,970	84,745	85,968
29	64,091	65,517	77,970	84,745	85,968
30	64,091	65,517	77,970	84,745	85,968

Salary by Step and Education FY 2026

FY 2026 % Increase over FY 2025

2.75%

FY 2026

Base \$41,735

STEP	BA/BS	150 S/H	MA/MS	MA+15	MA+30
0	41,735	43,112	44,656	45,908	47,160
1	43,321	44,948	46,847	48,454	49,706
2	44,907	46,785	49,038	50,917	52,252
3	46,493	48,621	51,230	53,546	54,798
4	48,079	50,457	53,421	56,092	57,344
5	49,665	52,294	55,612	58,638	59,890
6	51,250	54,130	57,803	61,183	62,435
7	52,836	55,966	59,994	63,729	64,981
8	54,422	57,803	62,185	66,275	67,527
9	56,008	59,639	64,376	68,821	70,073
10	57,594	61,475	66,567	71,367	72,619
11	59,180	63,312	68,758	73,912	75,165
12	60,766	65,148	70,949	76,458	77,710
13	60,766	65,148	73,140	79,004	80,256
14	61,071	65,474	73,508	79,401	80,657
15	61,071	65,474	73,508	79,401	80,657
16	61,071	65,474	73,508	79,401	80,657
17	61,071	65,474	74,614	80,682	81,938
18	61,071	65,474	74,614	80,682	81,938
19	61,071	65,474	74,614	80,682	81,938
20	61,071	67,318	75,707	81,959	83,215
21	61,071	67,318	75,707	81,959	83,215
22	61,071	67,318	75,707	81,959	83,215
23	61,071	67,318	75,707	81,959	83,215
24	64,259	67,318	77,911	84,517	85,774
25	64,259	67,318	77,911	84,517	85,774
26	64,259	67,318	77,911	84,517	85,774
27	65,853	67,318	80,114	87,076	88,332
28	65,853	67,318	80,114	87,076	88,332
29	65,853	67,318	80,114	87,076	88,332
30	65,853	67,318	80,114	87,076	88,332

APPENDIX K

Supplemental Salary Schedule 2023-2026

FOOTBALL		BASEBALL	
Varsity Head	16.00%	Varsity Head	10.50%
Varsity Assistant	12.00%	JV	7.25%
Freshman	8.00%	Varsity Assistant	2.75%
Middle School Head (7th Grade)	7.25%	Freshman	7.25%
Middle School Head (8th Grade)	7.25%	SOFTBALL	
Middle School Assistant	2.75%	Varsity Head	10.50%
		JV	7.25%
VOLLEYBALL		Varsity Assistant	2.75%
Varsity	10.50%	Freshman	7.25%
Middle School	7.25%		
JV	7.25%	SOCCER	
		Varsity Boys Head	10.50%
GOLF		Varsity Girls Head	10.50%
Varsity	10.50%	JV Boys	7.25%
		JV Girls	7.25%
CROSS COUNTRY		Varsity Boys Assistant	2.75%
Boys and Girls	10.50%	Varsity Girls Assistant	2.75%
FACULTY MANAGER	5.75%	CHEERLEADERS	
		High School Football	8.00%
WRESTLING		Middle School Football	6.25%
Varsity Head	10.50%	High School Basketball	8.00%
JV	7.25%	Middle School Basketball	6.25%
High School Assistant	2.75%		
Middle School Head	7.25%	MUSIC	
Middle School Assistant	2.75%	HS Marching Band Director	16.00%
		HS Concert Band	1.50%*
BASKETBALL		HS Assistant Band Director	3.75%
Boys Varsity Head	16.00%	HS Vocal	1.50%*
Boys JV	12.00%	MS Concert Band	1.50%*
Freshman Boys	8.00%	MS Vocal	1.50%*
MS Boys Head 7th Grade	7.25%	Color Guard Instruct.	3.50%
MS Boys Head 8th Grade	7.25%	Pep Band	2.75%
MS Assistant Boys	2.75%	H.H. Grade Level Performances (All)	1.00%**
Girls Varsity Head	16.00%		
Girls JV	12.00%		
Freshman Girls	8.00%		

MS Girls Head 7th Grade	7.25%		
MS Girls Head 8th Grade	7.25%	TRACK	
MS Assistant Girls	2.75%	Varsity Boys Head	10.50%
6th Grade	6.25%	Varsity Assistant Boys	7.25%
Skills	2.50%	Varsity Girls Head	10.50%
		Varsity Assistant Girls	7.25%
WEIGHTLIFTING	11.00%	MS Boys Track	6.75%
		MS Girls Track	6.75%
TENNIS			
Varsity Boys	10.50%	ADVISORS (Cont'd)	
JV Boys	7.25%	One Act Play/Play	2.50%
Varsity Girls	10.50%	Senior Advisor	3.75%
JV Girls	7.25%	Junior Advisor	4.75%
		Sophomore Advisor	2.75%
ADVISORS		Freshman Advisor	2.75%
Chipp Newsletter	4.75%	Washington Trip	2.75%
HS Student Council	3.75%	HS N.H.S.	3.75%
MS Student Council	2.75%	HS Academic Challenge	2.50%
HS Yearbook	6.25%	MS Academic Challenge	2.50%
MS Yearbook	3.50%	MS Math Counts	2.50%
Power of the Pen (7th Grade)	2.75%		
Power of the Pen (8th Grade)	2.75%	Lead Mentor	\$1,000
Multi Act Play Director	5.25%	Mentor	\$500
Musical Play Director	8.50%		
Asst. Musical Play Director	4.50%	LPDC	2% of BA-0 Base
MS Play	3.75%		
Hazel Harvey Yearbook	\$500		
Speech Team	2.5%		
Theater Consultant Tech HS	\$250		
Theater Consultant Tech MS	\$150		
MS Musical	4.50%		
Art Display Coordinator	1.00%		
Tech Liaison Hazel Harvey	1.50%		
Tech Liaison MS	1.50%		

*Per Performance

**Per Grade Level