07/03/2024
0739-01
24-MED-03-0271
44381

MASTER CONTRACT

Between The

NEW ALBANY–PLAIN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

And The

PLAIN LOCAL EDUCATION ASSOCIATION

July 1, 2024 through June 30, 2027

Table of Contents

PREAMBLE ..... **VI**

ARTICLE I RECOGNITION & BARGAINING UNIT **1**

1.01 RECOGNITION AND BARGAINING UNIT 1

ARTICLE II NEGOTIATIONS PROCEDURE **1**

2.01 NEGOTIATIONS PROCEDURE 1
2.02 COMMENCEMENT OF NEGOTIATIONS 1
2.03 COMPOSITION OF NEGOTIATING TEAMS 2
2.04 NEGOTIATING MEETING 2
2.05 EXCHANGE OF INFORMATION 3
2.06 IMPASSE 3
2.07 RATIFICATION 3
2.08 SAVINGS CLAUSE 4
2.09 AMENDMENT 4

ARTICLE III COMPLETE AGREEMENT CLAUSE **4**

3.01 4
3.02 5

ARTICLE IV MANAGEMENT RIGHTS **5**

4.01 5
4.02 5

ARTICLE V LEAVE PROVISIONS **5**

5.01 GENERAL PROVISIONS 5
5.02 SICK LEAVE 5
5.03 PROFESSIONAL LEAVE FOR UNIT MEMBERS 8
5.04 CITIZENSHIP LEAVE 9
5.05 PERSONAL LEAVE 10
5.06 CHILD CARE LEAVE 11
5.07 LEAVE-OF-ABSENCE (UNPAID) 12
5.08 SABBATICAL LEAVE 13
5.09 SHORT-TERM LEAVE (UNPAID) 15
5.10 FAMILY AND MEDICAL LEAVE ACT OF 1993, AS AMENDED 16
5.11 RELIGIOUS HOLIDAY LEAVE 16
5.12 ASSAULT LEAVE 16

ARTICLE VI ASSOCIATION RIGHTS **17**

6.01 ASSOCIATION DEDUCTIONS 17
6.02 USE OF BULLETIN BOARDS, MAILBOXES & INTERSCHOOL MAIL 18
6.03 BUILDING, DISTRICT, AND BOARD MEETINGS 19
6.04 FACILITY UTILIZATION 19
6.05 ASSOCIATION LEAVE 20
6.06 ASSOCIATION PRESIDENT 20
6.07 STAFF DIRECTORY 20

ARTICLE VII TEACHER RIGHTS **21**

7.01 VACANCIES AND TRANSFERS 21
7.02 BOARD POLICY/STAFF HANDBOOK 23

7.03 Emergency Removal of Student 23
7.04 Grievance Procedure 23
7.05 Discipline of a Bargaining Unit Member 27
7.06 Teachers of Singleton or Special Electives Classes....28
7.07 Public Complaint Procedure 28

ARTICLE VIII EMPLOYMENT RIGHTS 29

8.01 Equal Opportunity....29
8.02 Employment Practices....29
8.03 Professional Personnel Records 29
8.04 Teacher Day 30
8.05 Length of School Year and School Calendar 33
8.06 New Teacher Orientation....34
8.07 Notification and Distribution of School Calendar 34
8.08 Organizational Plan....34
8.09 Professional Development 35
8.10 Facilities for Instructional Staff....36
8.11 Elementary and Middle School Specialists 37
8.12 Professional Behavior 37
8.13 Indemnification....37
8.14 Special Needs Students....38
8.15 Class Composition....38
8.16 Administrative Review....39
8.17 Electronic Grading Committee....40
8.18 Class Size 40

ARTICLE IX CONTRACT RIGHTS....41

9.01 Contract Length and Continuing Contract Eligibility 41
9.02 Ohio Teacher Evaluation System (OTES)....43
9.03 Ohio School Counselor Evaluation System 60
9.04 Other Teacher Evaluation 68
9.05 Fair Treatment....71
9.06 Application 71
9.07 Supersession 71
9.08 Reduction in Force....72
9.09 Job Share 76
9.10 Individual Contracts....76

ARTICLE X COMPENSATION RIGHTS....77

10.01 Tutoring....77
10.02 Pay Periods 77
10.03 Severance Pay 77
10.04 Mileage Remuneration....78
10.05 Fee Waivers, Tuition Reimbursement, and Provided Coursework 79
10.06 Life Insurance 79
10.07 Supplemental Salary and Schedule 79
SUPPLEMENTAL SALARY SCHEDULE INDEX....83
2024-25 SUPPLEMENTAL SALARY SCHEDULE 83
2025-26 SUPPLEMENTAL SALARY SCHEDULE 84
2026-27 SUPPLEMENTAL SALARY SCHEDULE 84
Supplemental Contract Groups....86
10.09 Hospital, Medical Surgical, Major Medical, Dental, and Vision Insurance 89
10.10 Teachers' Salary and Schedule 91

10.11 Summer School Courses 92
10.12 Committee Work....92
10.13 Teacher Professional Organization 93
10.14 National Board Certification....94
10.15 Attendance for Teachers' Children 95
10.16 403(b) Plan Committee 96
10.17 Payment for Record Checks....96
10.18 Curriculum Work 96

ARTICLE XI LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 96

11.01 Purpose 96
11.02 Structure of the Committee....96
11.03 Meetings....97
11.04 Bylaws of the LPDC....97
11.05 Training....97
11.06 Compensation 97
11.07 Master Contract Compatibility/Board Policy 97

ARTICLE XII RESIDENT EDUCATOR AND MENTOR PROGRAM 98

12.01 General Provisions 98
12.02 RE/MP Committee Structure 98
12.03 Release Time....99
12.04 Compensation 100
12.05 Contractual Evaluation 100

ARTICLE XIII EMPLOYMENT OF PREVIOUSLY RETIRED PROFESSIONAL STAFF MEMBERS....100

ARTICLE XIV BUILDING SUBSTITUTES 101

ARTICLE XV EDUCATIONAL OPTIONS 102

15.01 General 102
15.02 Approved Program of Study Courses (scheduling conflicts) 103
15.03 Independent Study 103
15.04 Other Education Options....104
15.05 Flexible Credit....104
15.06 Credit Recovery 105
15.07 College Credit Plus....107

ARTICLE XVI MASTER TEACHER COMMITTEE 107

16.01 Master Teacher Committee (MTC) 107
16.02 Operations....108
16.03 Employee Protection....108

ARTICLE XVII SIGNATURE CLAUSE 109

APPENDIX A....110

SICK LEAVE BANK GUIDELINES (AS OF JUNE OF 2010)....110

APPENDIX B 115

PUBLIC COMPLAINTS POLICY (NUMBER 9130) 115

APPENDIX C 118

OHIO TEACHER EVALUATION SYSTEM MODEL....118

APPENDIX C1 143

OTHER TEACHER EVALUATION FORM 143
APPENDIX C2 ..... **145**
OTHER TEACHER EVALUATION RUBRIC 145
APPENDIX D **163**
JOB SHARING GUIDELINES 163
APPENDIX E **167**
SUPPLEMENTAL ACTIVITY REPORT FORM 167
APPENDIX F **170**
SUPPLEMENTAL RUBRIC CONVERSION TABLE 170
APPENDIX G **171**
HOSPITAL, MEDICAL SURGICAL, MAJOR MEDICAL BENEFITS 171
APPENDIX H **173**
DENTAL BENEFITS 173
APPENDIX I **173**
VISION BENEFITS: EYEMED AND VSP 173
APPENDIX J **180**
CERTIFIED SALARY SCHEDULE INDEX 180
APPENDIX K **181**
FY 25 CERTIFIED SALARY SCHEDULE **181**
FY 26 CERTIFIED SALARY SCHEDULE **182**
FY 27 CERTIFIED SALARY SCHEDULE **183**
APPENDIX L **184**
COMMITTEE ACTIVATION FORM 184
APPENDIX M **185**
EDUCATIONAL OPTIONS 185
APPENDIX N **187**
CREDIT RECOVERY 187
APPENDIX O **188**
STUDENT CREDIT RECOVERY APPLICATION FORM 188
APPENDIX P **189**
STUDENT CREDIT RECOVERY CONTRACT 189
APPENDIX Q1 ..... **191**
CREDIT FLEXIBILITY: EDUCATIONAL OPTION FINAL PRESENTATION EVALUATION PANEL RUBRIC 191
APPENDIX Q2 ..... **193**
CREDIT FLEXIBILITY: EDUCATIONAL OPTION EVALUATION 193

APPENDIX Q3 ..... **194**
CREDIT FLEXIBILITY: EDUCATIONAL OPTION PROGRESS MONITORING 194
APPENDIX Q4 ..... **195**
CREDIT FLEXIBILITY: EDUCATIONAL OPTION PROPOSAL RUBRIC 195
APPENDIX Q5 ..... **196**
CREDIT FLEXIBILITY PROFICIENCY OPTION 196
APPENDIX Q6 ..... **199**
EDUCATIONAL OPTIONS 199
APPENDIX Q7 ..... **201**
CREDIT FLEXIBILITY: EDUCATIONAL OPTION REQUEST FORM 201
APPENDIX R **203**
GRIEVANCE FORM 203
APPENDIX S **205**
OHIO SCHOOL COUNSELOR EVALUATION SYSTEM (OSCES) 205
OHIO SCHOOL COUNSELOR EVALUATION SYSTEM (OSCES) 206
APPENDIX T **226**
PROFESSIONAL LEAVE FORM – ADMINISTRATORS, CERTIFICATED, CLASSIFIED 226
APPENDIX U **230**
AGREEMENT TO TEACH AN ADDITIONAL INSTRUCTIONAL PERIOD 230
MEMORANDUMS OF UNDERSTANDING **231**
EAGLE SUMMER DAY CAMP 231
UNIVERSITY OF THE PACIFIC 233
IDAHO STATE UNIVERSITY 235

PREAMBLE

The Plain Local Education Association (PLEA), Board of Education, and Administration of the New Albany-Plain Local Schools hereby affirm that a collaborative process based on open dialogue and creative problem solving is in the best interest of the District to create a culture of accountability that achieves the best academic and developmental outcomes for each student.

We believe that with a foundation of clear, aligned and rigorous standards, our students will reach the highest levels of achievement in academics, the arts, athletics and service. We will create diverse, personalized opportunities that will ensure that every student will be prepared for college, career and life success.

We will motivate students to take ownership for their learning through trusting student-teacher relationships that foster self-directed learning. We commit that students will receive timely, ongoing feedback regarding what they know and how they can grow. We also understand that educators, parents, and students must engage in meaningful two-way dialogue to enhance student learning. We agree that when students struggle, we will relentlessly assess their needs and support them until each one succeeds. We strive to be the leader in academic achievement and growth in the state of Ohio and a top performer nationally to embrace the expectations and beliefs of our community.

We believe lifelong learning by every staff member will enable us to create high levels of achievement and growth for every child. We commit to actively utilize data and research to guide our decisions and will access and engage the expertise of others from high-performing organizations across the globe with a focus on positive growth and professional development for all. We will continue to collaborate and support our professionals to continuously develop their expertise and effectiveness, all while focused on the needs of students.

We pledge to never stop learning and evolving. We will constantly learn from our results, from research, and from others across the globe who are leading students to the highest possible levels of performance in every area. We will create a school district, culture, and community where every single person is empowered to serve, lead and succeed in our fast-paced, evolving world.

ARTICLE I RECOGNITION & BARGAINING UNIT

1.01 Recognition and Bargaining Unit

The New Albany - Plain Local School District Board of Education, hereinafter referred to as the "Board", hereby recognizes the Plain Local Education Association, an affiliate of the OEA, and the NEA, hereinafter referred to as the "Association", as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all full-time and regular part-time certificated classroom teachers (except teachers of singleton or special electives classes who are hired to teach on a one-fifth (1/5) contract basis or less), guidance counselors, speech and hearing therapists, and reading specialists. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, and any other personnel hired to perform administrative or supervisory duties.

ARTICLE II NEGOTIATIONS PROCEDURE

2.01 Negotiations Procedure

A. Those matters which are negotiable shall be salary, wages, fringe benefits, terms and working conditions, and other personnel policy matters directly involving members of the bargaining unit, including, but not limited to, grievance procedures, Association dues deduction and other Association rights.

B. This contract may be altered or amended only by mutual consent of the Board and the Association by utilizing the provisions contained herein.

C. By mutual agreement the parties may utilize the Interest Based Bargaining Procedure to negotiate a successor agreement. In the event the parties are unable to negotiate a successor agreement using IBB, the parties shall revert to traditional bargaining.

2.02 Commencement of Negotiations

A. Unless otherwise specified in an existing negotiated Agreement, either party may give written notice of the reopening of negotiations between February 22 and March 10 of the year the Agreement is due to expire. Such written request shall be sent by registered or certified mail to the other party. Receipt of such written request shall begin and implement Section 2.04 of this Article.

B. The initial meeting between the parties to bargaining will be held within forty (40) workdays of the date of either party's written request. At this initial meeting, the parties will exchange their proposals in full and written form. No additional items shall be added after the first negotiating session unless mutually agreed to by both teams. Items previously negotiated and approved by the Board and the Association and which are not contained on the negotiations agenda shall automatically become a part of the successor Agreement.

2.03 Composition of Negotiating Teams

A. There shall be no more than seven (7) members on the Association's negotiating team at the table at any given time. Only one of the Association's negotiating team may be a staff representative of the Association's State or National affiliate. All other members of the Association's negotiating team shall be members of the bargaining unit. Another professional consultant employed by the Association, and not counted in the seven (7) member maximum may participate in negotiations provided at least twenty-four (24) hours' notice is given to the Board's lead negotiator via email or telephone call.

B. There shall be no more than seven (7) members on the Board's negotiating team at the table at any given time. Only one of the Board's negotiating team may be a professional consultant under hire by the Board, but not an employee of the Board and/or certificated administrator and/or supervisor of employees of the Board who are not members of the bargaining unit. Another professional consultant employed by the Board, and not counted in the seven (7) member maximum may participate in negotiations provided at least twenty-four (24) hours' notice is given to the Association's lead negotiator via email or telephone call.

C. Names of each respective party's negotiating team members, including designation of its primary spokesperson, shall be exchanged between the Superintendent and the Association's President at least one week prior to the initial bargaining meeting as described in Section 2.04 of this Article. Nothing herein shall deny the right of either party to change the individuals on its negotiating team or assignment of those individuals. Non-participating observers are welcome at the invitation of either team, provided that, except with the consent of the other team, (a) Association-invited observers must be members of the Association, (b) Board-invited observers must be members of the Board or District administrators, and (c) neither team shall have more than two (2) observers at any bargaining session.

2.04 Negotiating Meeting

A. All negotiating meetings shall be conducted in private session outside of the regular school day unless both parties agree to grant released time to those affected team members who are Board employees without loss of pay.

B. Upon the motion of either party, the negotiating meeting shall be recessed for no longer than thirty (30) minutes to permit the requesting party to caucus.

C. Unless otherwise agreed to by the parties, bargaining sessions shall last a maximum of eight (8) hours.

D. Before the conclusion of the initial and successive negotiating meetings, the parties shall mutually agree on a date, time and place for the next negotiating meeting(s).

E. As negotiated items receive tentative agreement they shall be reduced to writing and initialed by each party.

2.05 Exchange of Information

A. The Board, through the office of the Superintendent, shall provide official public documents to the Association upon its reasonable request and within a reasonable time thereafter.

B. It is understood that this provision shall not require the Board, Superintendent, or Treasurer to release confidential personnel records or to compile information and statistics in the form requested if not already compiled in that form. The Association agrees to reimburse the Board for the actual duplicating costs of such data, documents and information.

2.06 Impasse

A. If tentative agreement on all items is not reached or otherwise resolved between the parties, either party may declare an impasse on those items on which tentative agreement has not been reached.

B. The party declaring impasse may call for the involvement of a mediator under the auspices of the Federal Mediation and Conciliation Service (FMCS). If the option to call for mediation is exercised by one party, the other party shall join in the request to the FMCS within two (2) days of the call for mediation. Mediation shall conform to the FMCS rules and regulations.

C. Mediation, as described in Section 2.06(B) of this Article, constitutes the parties mutually agreed alternative dispute settlement procedure under Section 4117.14 of the Ohio Revised Code and supersedes any and all of the procedures discussed in that statute. Unless mutually extended by the parties, mediation shall terminate at the end of the tenth (10th) day following the initial negotiating session under a mediator's auspices and the Association shall then be entitled to exercise the rights specified in Section 4117.14 (D) of the Revised Code.

2.07 Ratification

A. When all items of negotiations have been tentatively agreed to or otherwise resolved between the negotiating teams, the items having tentative agreement will be reviewed and compiled into a package by the teams.

B. The ratification vote of the Association members shall be taken on the package as a whole and will not be taken on singular provisions. The ratification vote of the Association members shall be taken no later than ten (10) workdays after the compilation of the package unless school is not in session, in which case said vote

will take place as soon as feasible. A majority vote in the affirmative shall constitute ratification.

C. The Association shall report to the Superintendent whether or not its membership ratified the package within three (3) workdays after the vote.

D. If the Association reports that it has ratified the package, the Board will vote within ten (10) workdays of receipt of said report on the identical package as a whole and not on singular provisions. The affirmative vote of a majority of the entire membership of the Board shall constitute approval.

E. Upon ratification of the Association and approval by the Board, the package shall be signed by the Board President and the Association President and shall become a part of the official minutes of the Board.

F. If the Association fails to ratify the package, it shall notify the Superintendent within three (3) workdays of the failure to ratify and the specific reason(s) for disapproval. If the Board fails to approve the package, it shall notify the Association President within three (3) workdays of the failure to approve and the specific reason(s) for disapproval.

2.08 Savings Clause

A. If any provisions of this Contract are found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

B. If any provisions of this Contract are found to be contrary to law and its invalidation makes remaining provisions inoperable, this shall be reason for immediate reopening of negotiations on that specific provision for the purpose of reaching a legal substitute agreement. The remaining provisions shall remain in full force and effect.

2.09 Amendment

The Association and the Administration, through their respective designees, may meet privately during the term of this Contract. In the event that such a meeting produces a mutual accord that a specific amendment is desirable, such proposal for amendment shall be submitted for ratification by the Association and thereafter by the Board and shall become effective upon such dual ratification unless the amendment otherwise provides.

ARTICLE III COMPLETE AGREEMENT CLAUSE

3.01 The Board and the Association hereby confirm that each had the full opportunity to present proposals and counter-proposals during the negotiations which led to this Contract. Both parties therefore agree that, during the life of this Contract, neither party will be obligated to negotiate on any issue in this Contract. This Contract entered into on the date signed in

Article XVIII below constitutes the full and complete Contract between the parties and all other prior agreements and practices are rendered null and void and shall have no force or effect on either party upon the mutual adoption of this Contract.

3.02 It is further agreed that this Contract becomes effective July 1, 2024, and shall remain in full force and effect until twelve o'clock midnight of June 30, 2027.

ARTICLE IV MANAGEMENT RIGHTS

4.01 The Association recognizes that the Board, under the laws and as limited by the laws of Ohio, exclusively has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the District. Except as expressly abridged, limited or modified by the terms of this Contract or applicable law, all such rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and activities of teachers are retained by the Board.

4.02 The administrative authority of the Board shall be implemented by the Superintendent and other administrative or supervisory personnel employed by the Board.

ARTICLE V LEAVE PROVISIONS

5.01 General Provisions

With the exceptions of Sections 5.02, 5.04, 5.05, 5.07, and 5.10 of this Article, not more than five (5) teachers may take leave from duties on any one (1) given day.

5.02 Sick Leave

A. Sick leave shall be as follows:

Sick leave credit shall accumulate at the rate of 1¼ days per month at a maximum of fifteen (15) days per year. Each teacher's maximum accumulation shall be 400 days. A teacher may utilize sick leave in quarter (1/4) day increments.

B. Each beginning teacher or any teacher who has exhausted his/her accumulated sick leave shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year or, if necessary, the following contractual year. If a teacher ends Board employment using advanced sick leave and not earning same, he/she shall have the per diem amount deducted for said unearned sick leave from the last pay check issued by the Board.

C. Any teacher transferring to the employ of the Board shall be credited with the unused balance of that teacher's accumulated sick leave up to 300 days upon verification of such accumulation from the proper public agency.

D. A teacher may at his/her discretion use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children, absence due to illness or death in the immediate family, and for paternity and adoption as set forth in this section.

E. Sick leave shall be limited to the following maximums per occurrence during a teacher's contractual year without exceeding that teacher's total sick leave accumulation:

1. Absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children - all required and necessary use of sick leave.

2. Absence due to illness, injury or death of members of the employee's household who reside with the employee - all required and necessary use of sick leave.

3. Absence due to illness, injury or death of the employee's spouse, domestic partner, child, father, mother, step-parent or other person who stands in the place of a parent or spouse, brother, sister, grandparent or death of the employee's father-in-law, mother-in-law, brother-in-law, or sister-in-law - all required and necessary use of sick leave.

4. Those individuals mentioned in the two preceding paragraphs are members of the employee's immediate family.

5. Up to one (1) absence due to the death of an individual not in the bargaining unit member’s immediate family (bereavement) is permitted, provided the member submits documentation (i.e. obituary) to the Human Resources Department.

6. Upon prior approval of the Superintendent, sick leave may be extended or may be used for illness, injury, or death of others who are not included in the list above.

F. Teachers will be notified of their accumulative sick leave in their direct deposit notice.

G. Immediately after the birth of a bargaining unit member’s child, the following rules shall apply:

1. The mother may use up to forty (40) working days of accumulated sick leave. Additional days may be taken if accompanied by a doctor’s statement.

2. The father/domestic partner/spouse may use up to twenty (20) working days of accumulated sick leave.

3. When both spouses/domestic partners are members of the unit, each member shall be entitled to the number of days permissible in G1 or G2 above, but any unused days are not transferable to the other member.

H. A unit member who is directly responsible for the care of a newly adopted child may use up to twenty (20) days of sick leave for the purpose of caring for the newly adopted child. Where both spouses/domestic partner are members of the unit, each member shall be entitled to up to twenty (20) days, but any unused days are not transferable to the other member. The forestated number of days for the care of a newly adopted child shall be subject to extension upon approval of the Superintendent or his/her designee.

I. In the event of catastrophic, prolonged, or chronic illness, an employee who has exhausted his/her sick leave under this section may request, through the Association, the Superintendent to authorize voluntary transfer of additional sick leave days from other bargaining unit members to the affected unit member. Guidelines for administering this provision shall be mutually developed by the Association President and the Superintendent. A copy of such Guidelines is attached in Appendix A. The sick leave bank shall not be utilized for normal childbirth, which includes cesarean-section delivery.

J. Teachers using sick leave should notify AESOP before 6:00 A.M. of the day sick leave will be used. In emergency situations, these time limits will be waived, and the teacher shall contact the principal or building secretary as early as possible.

K. Upon return from sick leave, and at the request of the HR department, a teacher may be required to complete and sign a sick leave form indicating use of sick leave for one of these specified categories: personal illness or injury, illness or injury in immediate family, or death in the immediate family.

1. If medical attention was required for the teacher, he/she is required to list on the form the name(s) and the address(es) of attending physician(s) and the date(s) when consulted.

2. Willful falsification of a statement on the sick leave form will provide possible grounds for suspension or termination of employment.

L. Any teacher who (a) remains on paid status throughout the entirety of a quarter, (b) does not use any sick leave under this section or personal leave under Section 5.05 below during that quarter, and (c) certifies that he/she has entered his/her absences via the electronic reporting system shall receive a $150 incentive payment.

1. For the purpose of identifying the end of each quarter, the following dates will be utilized:

   a. Quarter 1: October 15th

   b. Quarter 2: December 20th

   c. Quarter 3: March 15th

   d. Quarter 4: Last teacher workday

2. Quarterly perfect attendance incentive payments shall be made on the 1st pay period of the month following the identified quarter ending date.

Use of personal leave for one (1) or more bona fide religious holidays the observance of which by the bargaining unit member is required by the member's sincere religious beliefs, shall not disqualify the member from receiving the incentive payment set forth under this paragraph.

5.03 Professional Leave for Unit Members

Two (2) days of professional leave shall be granted per contractual year with pay upon written notification of a bargaining unit member to the Superintendent or his/her designee, using the Professional Leave form included in Appendix T. The following provisions shall govern the use of professional leave.

A. The use of professional leave shall be in-state/out-of-state and limited to: Professional workshops, seminars, or visitation to other school districts.

B. Notification must be submitted in writing or electronically, using the appropriate form, to the Superintendent or his/her designee at least fourteen (14) workdays prior to the use of professional leave and must state the purpose for such leave.

C. Travel expenses will be reimbursed within the following parameters:

   1. Automobile - IRS mileage reimbursement rate established for the year in which the expense was incurred.

   2. Reimbursement shall not be for organizational dues included in registration fees.

   3. Reimbursement for expenses other than travel shall be left to the judgment of the Superintendent.

D. Reimbursement for expenses will be made within one (1) calendar month from the date the voucher is received by the Treasurer.

E. There will be no time or expense limitations if attendance at an activity or visitation is required by the district.

F. Professional leave for activities in excess of one (1) day per contractual year or for out-of-state activities must have prior approval of the Superintendent and, with his/her approval, additional trip related expenses may be reimbursed to the staff member.

G. A brief report outlining activities participated in or undertaken by the unit member shall be submitted to the Superintendent or his/her designee not later than five (5) school days after the unit member's return. Reimbursement will not be made until such report is submitted as required above. Failure to submit a timely report will constitute a waiver of unit member's claim to reimbursement.

H. Should the Board implement a reduction and/or suspension of professional leave for all school district employees, due to a Board determination, in its discretion, that there is a current or projected deficit of funds, then the Superintendent shall not be required to approve the two (2) days listed above. Any approval process for bargaining unit members to use professional leave during the time of Board reduction/suspension of professional leave, shall be fair and equitable at all levels and within all buildings except as additional funds are obtained from a non-District source for a specific purpose.

5.04 Citizenship Leave

Members of the bargaining unit shall be granted Citizenship Leave with pay for the following reasons:

A. Court appearance for jury selection or duty - a unit member called for jury duty shall be excused from work for the days which he or she serves and will receive his/her per diem rate of pay and shall also receive any remuneration/compensation received for serving as a juror.

B. Court appearance as a witness under subpoena - a unit member subpoenaed as a witness in a court of law shall be excused from work for the days which he or she is required to provide testimony. Unit members shall receive his or her per diem rate of pay minus any payment he/she receives for witness service.

C. Unit members shall submit a statement of attendance as authorized and issued by the Clerk of Courts to the Superintendent or his/her designee as proof of such service. Unit members who claim no remuneration for witness service shall sign and date an affidavit to that effect.

5.05 Personal Leave

A. Each teacher shall be entitled to not more than three (3) days of absence, with pay, each school year subject to restrictions in paragraph 5.05B. Such days shall not be deducted from sick leave. Where possible, a teacher will give his/her principal twenty-four (24) hours advance notice of his/her intention to take such leave. When a teacher is absent for personal reasons, a report of such absence, signed by the teacher, shall be filed with his/her principal within five (5) days following the last day of absence.

B. No more than ten percent (10%), rounded up to the nearest whole number, of unit members at the elementary, middle, and high school levels, respectively, shall take personal leave on any day, except that the Superintendent may allow an exception to this limitation if, in his/her discretion, appropriate circumstances exist. Personal Leave may not be taken: on either of the first two (2) days of a teacher's contractual year, the day before or after a holiday or scheduled break of two or more days in the school calendar, on district-wide professional development days, on days when semester and/or year-end exams are scheduled, or on either of the last two (2) days of a teacher's contractual year except for one of the following reasons:

1. Graduation or wedding of self or immediate family member

2. Religious observance

3. Change of residence where move must be made during work week

4. Court appearance

5. Unanticipated weather-related travel emergencies

Notice of restricted personal leave dates will be provided with the annual salary notice from the Treasurer’s Office.

C. Additional days of paid Personal Leave shall not be granted except in extreme and/or unusual circumstances which are subject to prior approval by the Superintendent.

D. For purposes of Personal Leave, a school year is the teacher's contract year. Teachers employed after ninety (90) school days into a given school year shall be eligible for only two (2) days of Personal Leave during his/her initial contract.

E. At the end of each contract year, each unused personal leave day shall be credited and added onto the employee’s accumulated sick leave, not to exceed 300 days, except insofar as the employee elects, in writing delivered to the Treasurer by May 31st, to have one (1) day of such unused personal leave instead be added to the next

school year's accumulation of personal leave for the employee. The maximum accumulation of personal leave shall be four (4) days.

5.06 Child Care Leave

A. Eligibility

1. A member of the bargaining unit who becomes knowledgeable of an anticipated birth of his/her child or the adoption of a child shall be granted an unpaid child care leave.

2. No later than thirty (30) calendar days before the effective date of the leave, the staff member must submit written notice of this leave to the Superintendent. A written request for alteration or cancellation of the effective date may be made to the Superintendent.

3. In the case of adoption, the leave shall begin no earlier than one (1) week prior to the date of legal custody unless this time requirement is waived by the Superintendent.

4. If an expectant or adopting spouse/domestic partner are both employed by the district, either party may apply for leave. Child care leave will not be granted to both.

B. Leave Duration

1. The initial request may be for a time period up to the remainder of the school year. Said unit member may request an extension of the leave for up to one (1) additional year.

2. For the purposes of this section, a school year consists of two (2) semesters (as per adopted school calendar). A unit member will not return to work from child care leave during the term of a semester except as provided in (C)(3) below.

C. Application for Leave and Leave Extension

1. Initial

Application for the initial leave shall be made in writing to the Superintendent's office in accordance with the proceedings and times noted above.

2. Extension

Application for a leave extension shall be made in writing to the Human Resources Department no later than March 31st in the year the leave terminates.

3. Early Termination

Upon mutual agreement of the unit member and the Superintendent, a leave can be terminated early.

D. Board Approval

The Board shall grant the initial leave request. If requested by the unit member, the Board may grant one (1) leave extension up to one (1) additional school year.

E. Assignment

At the termination of the leave, said unit member shall resume the contract status which he/she held prior to such leave. The unit member shall be assigned to the same position held prior to such leave or to a comparable position.

F. Insurance

If the unit member on leave wishes to continue any or all of his/her insurance coverage(s) and if permitted by the insurance carrier(s), the unit member shall remit the total cost of the monthly premium(s) for such coverage(s) to the Treasurer of the Board of Education on or before the first day of each month after the leave begins.

5.07 Leave-of-Absence (Unpaid)

A. A unit member, upon written notice to the Board no later than thirty (30) calendar days before the effective date, may be granted a leave-of-absence without pay for either one (1) semester or one (1) school year. If the following criteria are met, the Board may approve the unpaid leave:

1. A unit member shall have completed five (5) continuous years of employment with the board and has not been granted a sabbatical leave.

2. If an appropriate substitute can be secured.

B. A leave under these provisions will be granted to members of the bargaining unit only once during their employment with the Board.

C. If the unit member on leave wishes to continue any or all of his/her insurance coverage(s), the unit member will remit the total cost of the monthly premium(s)

for such coverage(s) to the Treasurer of the Board fifteen (15) days prior to the due date.

D. At the termination of the leave, the unit member shall resume the contract status which he/she held prior to the leave. The unit member shall be assigned to the same position held prior to such leave or to a comparable position.

5.08 Sabbatical Leave

Application for sabbatical leave must be made by June 1 for a sabbatical to be considered for school year that begins in August of the same calendar year.

A member of the bargaining unit, upon written request to the Board, may be granted a leave-of-absence with part pay for either one (1) semester or one (1) school year in keeping with the following provisions:

A. A member of the bargaining unit shall have five (5) years of service. For the purpose of this policy, service shall mean experience in the District.

B. A plan of professional improvement shall be furnished prior to Board approval. Upon return from sabbatical leave, a report shall be filed by the unit member as proof that said plan was followed.

C. The part salary shall be the difference between the unit member's regular salary for the affected semester(s) and the salary of a substitute for the period of time the sabbatical leave shall be in effect. Notification of said part salary shall be given to the unit member as soon as possible and prior to the Board taking action to approve the sabbatical leave. Such part salary may be increased. If increased, the unit member will be notified as soon as possible and prior to beginning the sabbatical leave.

D. The Board shall attempt to secure a replacement so that the bargaining unit member on a sabbatical leave will receive some pay during that period.

E. Additional sabbaticals shall be made available to unit members after completion of five (5) additional years of service.

F. A unit member returning from a sabbatical leave will return to the same assignment held prior to such leave or to a comparable assignment.

G. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.

H. A unit member is required to return to duty after a sabbatical for at least the same length of time he/she was on sabbatical leave or he/she shall be required to pay back all remuneration received from the Board as set forth in paragraph C.

I. A unit member may complete retirement contribution and secure retirement credit for the period of the sabbatical leave within the two-year period immediately following the leave. Otherwise, eligibility to do so is lost.

J. The unit member whose sabbatical leave request is approved will be eligible for Board provided insurance benefits as follows:

1. The Board will pay the insurance benefits of the unit member on leave if the substitute elects not to take advantage of these benefits.

2. The Board will pay the cost difference of the insurance benefits of the unit member on leave if the substitute elects to take advantage of benefits less than those provided to the unit member on leave. The remaining costs of these benefits for the unit member on leave will be his/her obligation and he/she will remit the partial cost of the monthly premium to the Board's Treasurer on or before the first day of each month after the leave begins.

3. If the substitute takes advantage of insurance benefits which cost the Board at least as much as those paid for the unit member on leave, the unit member on leave will, if continued coverage is desired, remit the total cost of the monthly premium to the Board's Treasurer on or before the first day of each month after the leave begins.

K. Unpaid Sabbatical Leave

Application for sabbatical leave must be made by June 1 for a sabbatical to be considered for the school year that begins in August of the same calendar year.

A member of the bargaining unit, upon written request to the Board, may elect to request and may be granted an unpaid sabbatical leave for one (1) year in keeping with the following provisions:

1. A member of the bargaining unit must have at least five (5) years of service. For the purpose of this section, service shall mean experience in the District.

2. A plan of professional improvement shall be furnished prior to Board approval/consideration. Upon return from unpaid sabbatical leave, a report shall be filed by the unit member as proof that said plan was followed.

3. The request for unpaid sabbatical leave shall be based upon the opportunity to participate in international experiences, advanced formal education, or other such opportunities that will expand the expertise of the unit member with regard to his/her duties and responsibilities for the District. A member may seek an unpaid sabbatical leave for gainful employment elsewhere.

4. A unit member returning from an unpaid sabbatical leave will return to the same assignment held prior to such leave or to a comparable assignment.

5. A year of unpaid sabbatical leave shall not count as a year of credit for placement on the salary schedule.

6. A unit member on unpaid sabbatical leave shall not be eligible for Board provided insurance benefits.

5.09 Short-Term Leave (Unpaid)

A. Upon written notification of a bargaining unit member, short-term leave for up to five (5) days per contractual year may be granted by the Board without pay.

B. If the following criteria are met, the Board may approve the unpaid leave:

1. The leave is not for either the first two (2) days or the last two (2) days of the bargaining unit member's contractual year.

2. The written request for said leave includes a statement from the requesting unit member's building principal that adequate lesson plans are secured for the period of the leave.

3. The day requested is not the day immediately before or after a vacation or holiday during which schools are closed for students.

4. The day requested is not on days when grading period and/or semester/year-end exams are scheduled for students of the requesting unit member.

5. The requesting unit member has either exhausted or has applied to use all of his/her personal leave for that particular contractual year.

6. The requesting unit member has submitted the request ten (10) calendar days prior to the dates requested.

7. A suitable substitute is available to undertake the unit member’s responsibilities while on leave.

8. Short-term leave may be extended without pay beyond the five (5) days for reasons of religious observance.

5.10 Family and Medical Leave Act of 1993, as Amended

Notwithstanding anything to the contrary herein, teachers and the Board shall each have all of their respective rights and obligations under the Family and Medical Leave Act of 1993, as amended, provided that these rights and obligations shall be in supplementation of, and not detract from, any other provision of this Contract. Pursuant to the provisions of the FMLA, FMLA Leave shall run concurrent with any other paid or unpaid leave qualifying under the provisions of FMLA to include, but not be limited to, the birth or adoption of a child and a severe medical condition.

5.11 Religious Holiday Leave

A. A unit member may be absent, with pay, on a Religious Holiday not included in the school calendar. Observance of the Holiday as a day on which no work is to be performed must be required by a bona fide religious belief; this may be demonstrated by a showing that the Holiday is one that is so observed by a bona fide religion or religious body to which the member is an adherent holding such a belief. Such absence shall not exceed one (1) day during the school year.

B. Requests for such absence shall be made in writing delivered to the Superintendent or his/her designee at least ten (10) school days prior to the Holiday. Where the Holiday occurs less than 10 school days after the beginning of the school year, the request shall be delivered on or before the end of the second working day of the school year. Where a request is denied, the unit member may request reconsideration by the Superintendent or his/her designee.

5.12 Assault Leave

Assault leave with pay will be available to members of the bargaining unit who are unable to perform contractual duties because of injury or illness caused by an assault on said member while he/she is performing his/her contractual duties. All such leave will be subject to the following provisions:

A. Assault leave under this provision shall not be charged to sick leave.

B. An employee must provide a physician's written statement recommending the leave, the nature of the injury, and the approximate duration of the leave.

C. Such paid leave will be limited to a maximum of thirty (30) calendar days per school year. Assault leave may be extended upon request with adequate evidence provided from a physician.

D. The member will remain on full pay status with benefits during the period of paid assault leave.

E. Any member who receives benefits under this provision shall cooperate with the school district's official legal advisor if in his/her judgement criminal prosecution resulting from the assault is warranted.

ARTICLE VI ASSOCIATION RIGHTS

6.01 Association Deductions

The Board agrees to deduct membership dues of the Association, its unified affiliates and other affiliated organizations in the manner prescribed below:

A. The Association will inform each of its members and prospective members of the voluntary nature of their authorization for deduction(s), including the prescribed procedure for utilizing an authorization and the provisions and procedures for revoking an authorization.

B. The Association agrees to distribute and collect prescribed authorization forms from members of the bargaining unit. The Association agrees to provide the prescribed authorization forms to the teachers.

C. Nothing herein will require the Board or administrative or supervisory personnel to assist in any way with the distribution, signing, and returning of the prescribed authorization forms. These functions are the sole responsibility of the Association.

D. The Association President or Treasurer shall submit all new signed authorization forms to the Treasurer of the Board during a period from September 1 to September 30 each year. Unless revoked in keeping with procedures contained herein, an authorization will continue from year to year. The Board's Treasurer shall deduct dues in ten (10) equal installments beginning with the second paycheck coming due in October and each second paycheck of each of the following nine (9) months. Any member of the bargaining unit who has authorized said deductions may revoke his/her authorization by notifying the Board's Treasurer on a form prescribed by the Board and the Association within the window period from September 1 to September 30. The Board's Treasurer shall provide the Association's Treasurer with any/all completed forms on or prior to October 10th.

E. To provide for a more equitable means of taking deductions from an individual's pay, all voluntary deductions, other than professional dues and credit union payments, shall be deducted from the first payroll of each month. Credit union payments shall be equally divided between the first and second payroll of each month and professional dues shall be deducted the second payroll of each month as set forth herein.

F. Within ten (10) calendar days following completion of each deduction payroll, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer via direct deposit to the account identified by the PLEA Treasurer or in check form made payable to "The Plain Local Education Association" and mailed to the financial institution identified by the PLEA Treasurer.

G. By September 15 of each year, the Association will notify the Board's Treasurer as to the total amount to be deducted per member. Such notification shall be in the form of a letter signed by the Association President or Treasurer. The amount to be deducted may not be changed more frequently than once each twelve (12) months.

H. The Association will indemnify the Board and its Treasurer against liability for all deductions made in accordance with these provisions provided the Board's Treasurer has received and is in possession of a duly signed authorization card.

I. Signed authorization forms submitted under any previous negotiated agreement shall continue in full force and effect under this agreement but may be revoked in keeping with paragraph (D) above.

J. The term "dues" of an Association member or enrolling member shall not be deemed to include any fine, assessment, back dues, or other deductions not expressly provided for in this Agreement.

K. In the event a unit member's employment is voluntarily or involuntarily terminated, or the unit member takes an unpaid leave of absence, the balance of the annual dues not deducted during the year will be deducted from the unit member's final check, except in the case of a unit member's death. The Human Resources Office shall copy the PLEA President/designee and the Treasurer/designee prior to when a unit member terminates employment or takes an unpaid leave of absence from the district.

6.02 Use of Bulletin Boards, Mailboxes & Interschool Mail

A. The Association shall have the right of posting notices of its activities and matters of Association concern in each teacher's lounge located in each building. The Association agrees to furnish a board in said lounges for the purpose of posting its notices.

B. The Association shall have the right to place Association communications in the mailboxes provided each teacher in the system and to attach an Association insignia sticker to each member's mailbox. The Association agrees not to post or distribute material which advocates or calls for the violation of this Agreement.

C. The Association shall further have the right to use, except for purposes of advocating for or against candidates for public office, the school district's

interschool mailing system and e-mail technology for the distribution of Association materials and information to staff members to the extent permitted by law, the Association to indemnify and hold harmless the Board for any violation of said legal limitation. Any such communication that occurs during instructional time shall not interfere with instructional duties to be performed during such time.

6.03 Building, District, and Board Meetings

An Association representative, with prior notification to the respective building principal or superintendent, shall be given time after building and/or district meetings of the instructional staff to make Association announcements. An Association representative shall be furnished an unofficial copy of the Board minutes after each meeting of the Board. An official copy of said minutes shall be provided at no cost to the Association after the minutes have been approved by the Board. The Association President or designee shall be provided a copy of the agenda of a Board meeting (a) three (3) days prior to any regular meeting and (b) within a reasonable time of when the agenda for a special meeting becomes available. The Board shall place on the agenda of its regularly scheduled meetings a permanent spot for the Association to briefly address the Board, if the Association so chooses. The Association shall place on its agenda for its regularly scheduled Executive Committee meeting a permanent spot for the Superintendent or designee to briefly address the Association, if the Superintendent so chooses.

6.04 Facility Utilization

A. Representatives of the Association may use Board duplicating equipment for purposes of communicating with the Association's bargaining unit. It is expressly understood that Board equipment may not be used at times when it is being utilized for Board, administrative or instructional purposes. It is also expressly understood that Board equipment may not be used to type, print, or duplicate any type of communication to the general public or the media.

B. Any expenses incurred in the use of Board owned consumable materials or costs to operate such Board equipment will be reimbursed to the Board by the Association.

C. The Association may use a school facility in which to hold an Association meeting outside the contractual day with the express understanding that such meeting will not conflict with any other use of the facility as approved by the Board or the administration. It is expressly understood that use of Board facilities for an Association meeting will mean a meeting of the Association membership or bargaining unit. It is not for the purpose of a meeting for others sponsored by the Association.

D. It is expressly understood that use of such Board equipment or use of Board facilities will exclude the use of Board vehicles; or use of Board owned equipment which is not normally used by bargaining unit members in the course of performing their professional instructional duties.

E. Meeting rooms shall not be used later than 10:00 P.M. and shall not be used more than once per month for building or district-wide membership meetings. If the Association holds meetings on days not scheduled for custodial coverage, the Association shall be required to pay for any additional cost of a custodian(s). Arrangements for use of the space shall be scheduled with the Superintendent twenty-four (24) hours in advance. The Association may be required to pay a building use fee in addition to the above if required by law or Board policy.

6.05 Association Leave

No more than a total of sixteen (16) days of Association leave with pay per school year shall be granted officers and representatives of the Association to attend meetings, conferences, workshops, and conventions conducted by the Association or any of its affiliates. Such leave shall be granted upon written request from the Association President to the Superintendent no less than five (5) calendar days in advance of the date(s) of leave requested. This written request shall explain the purpose of the request, give the date(s) of leave requested and the names of those individuals who will be on said leave. These sixteen (16) days apply collectively and shall not accumulate from school year to school year. There shall be no payment for any unused Association Leave days. Neither the Association nor its members shall be charged Association Leave for participation by members of the Association's bargaining team in negotiations under Article II above.

6.06 Association President

A. In an ongoing effort to demonstrate our joint commitment to continuous improvement and the district's statement of purpose, the Association President shall be released from his/her professional responsibilities for a block of time equivalent to .2 FTE per day including the duty period, when possible.

B. The Association has the option to purchase additional release time equivalent to .2 FTE per day for the Association President at cost. The cost shall include the salary plus the Board paid STRS contribution. The Association shall notify the Administration of its intent to utilize the extra time by March 1.

C. An office with a telephone ~~and fax line~~ will be made available to the Association President within reasonable proximity in his/her building of assignment, space permitting. The Association President shall not be assigned duties.

6.07 Staff Directory

Each school year the Human Resources Department will publish the District's staff directory electronically on or before September 30th, which will include the name, home address, telephone number, and position of each employee. Additionally, the Association President and PLEA Membership Chairperson identified by PLEA will be notified electronically of new bargaining unit hires

ARTICLE VII TEACHER RIGHTS

7.01 Vacancies and Transfers

A. As soon as possible after the Superintendent becomes aware of, and determines to fill a vacancy or new position, he/she will electronically notify all bargaining unit members via school email. This will include any new positions. When a vacancy occurs during the school term, a transfer will be granted in keeping with this policy only when the transfer will have a minimal effect upon students.

Members of the instructional staff who desire a change in grade, building, and/or subject assignment in keeping with certification/licensure areas, may file a written statement of such desire with the Superintendent or his/her designee by March 1.

B. If two or more members of the instructional staff submit written requests, the following criteria will be used in filling the vacancy.

1. Highest grade of certification/licensure in the vacant area.

2. Most experience in a position equivalent to the vacant position.

3. Previous written evaluations, professional portfolio, and a meeting(s) with the building principal and/or his/her designee(s) to present what the candidate believes makes him/her appropriate for the position.

4. Where the foregoing factors are substantially equal or off-set each other, the candidate with the greatest seniority in the school district normally will be given the transfer. If the administration grants the transfer to a candidate with less seniority or recommends employment to an outside candidate to fill the vacancy, the candidate with the greatest seniority may request and be granted a meeting with the Superintendent and the building principal in whose building the vacancy exists. The teacher may have a representative of his/her choice attend this meeting. The purpose of the meeting will be to answer questions and supply the written reasons why this situation was abnormal. The administration and the teacher shall not use these reasons for any further purpose and they will not be placed in the teacher's personnel file.

C. Whenever a vacancy arises or a new position is created, the Superintendent will not recommend nor shall the Board act to fill, permanently, such vacancy or position until at least three (3) days[1] after the notification provision found in paragraph one (1) of this policy has been followed. The Superintendent may recommend and the Board may act to employ an outside candidate for a vacancy between July ~~19~~ **11**

[1] As used in this Section, a "day" shall be a school day during the adopted school calendar and a weekday (Monday through Friday) excluding legal holidays during the summer vacation.

and the beginning of the ensuing school year without waiting three (3) days as set forth above.

D. A unit member shall not be involuntarily transferred should it cause a member to be placed in a position where he/she is not properly certified or licensed as defined by the State of Ohio licensure requirements for grade band, student population and subject content.

E. 1. Bargaining unit positions which are created due to increased enrollment and/or scheduling that are .2 (two-tenths) of a contract shall be offered first to unit members who are then on a fractional contract and who are within the department which needs the additional coverage. If declined within the department, by all such members, then the position shall be posted internally within the District, in the manner provided in Subsection A above prior to external posting. All interviews for the posted internal vacancy shall have teacher participation as practiced in the building where the vacancy exists. Should no unit member be selected to fill the vacancy, then the vacancy may be posted and filled externally. Should an applying unit member who is outside the department in which the position exists not receive it, the unit member, upon his/her request, and in lieu of any potentially otherwise applicable provision in Subsection B above about the method of informing a more senior member about her/his not receiving a position, shall be provided clear reason(s) orally as to why he/she was not selected for the position. The reason(s) as so provided by the administration, shall not be subject to Section 7.04, and no record of the inquiry or response will be kept by the administration. The unit member may request to have a representative of his/her choice to attend this meeting.

2. Bargaining unit positions which are created due to increased enrollment and/or scheduling that are .25 (one-quarter) or more but less than full time shall be posted internally within the District in the manner provided in Subsection A above prior to external posting. All interviews for the posted internal vacancy shall have teacher participation as practiced in the building where the vacancy exists. Should no unit member be selected to fill the vacancy, then the vacancy may be posted and filled externally. Should an applying unit member not receive the position, the unit member, upon his/her request, and in lieu of any potentially otherwise applicable provision in Subsection B above about the method for informing a more senior member about his/her not receiving a position, shall be provided clear reason(s) orally as to why he/she was not selected for the position. The reason(s), as so provided by the administration, shall not be subject to Section 7.04, and no record of the inquiry or response will be kept by the administration.

3. The unit member may request to have a representative of his/her choice to attend this meeting.

4. A unit member who is hired for any additional fractional time shall receive an amended contract reflecting such an increase of time.

7.02 Board Policy/Staff Handbook

The Board Policy and staff handbook shall be available online. Staff shall be notified electronically of all policy amendments including the policy number and title. Administrative Guidelines shall also be available online.

7.03 Emergency Removal of Student

In keeping with the provisions of Section 3313.66 of the Ohio Revised Code, if a removal of a student is an emergency removal, a teacher shall notify the principal immediately that it is an emergency removal. Whenever circumstances permit, teachers shall confer with the principal prior to any removal.

The teacher involved in making an emergency removal will have the right of a representative of his/her choice at all hearings.

7.04 Grievance Procedure

A. Grievance Policy

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

B. Purposes and Objectives

The primary purpose of this procedure shall be to obtain, at the lowest administration level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

C. Grievance Defined

A grievance is limited to an alleged violation, misinterpretation or misapplication of provision(s) of this written Agreement between the Board and the Association. This shall include, but not be limited to, any violation of procedural rights set forth in this written Agreement.

D. General Provisions

1. An individual grievance shall be initiated by the person so aggrieved.

2. A grievance may be initiated by a group of staff members and/or the Association.

3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure.

4. A grievance shall be reduced to writing and include: (a) the alleged violation, including a statement of alleged facts and an identification of the specific section(s) of this Agreement allegedly violated, misinterpreted, or misapplied; (b) the relief sought; and (c) date of initiating procedure.

5. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.

6. A grievant at his/her request may be represented by the Association at all formal and informal steps, and no other person or entity may provide such representation. The Association shall have the opportunity to be present at all grievance meetings during which grievance adjustments are discussed with the grievant.

7. Time limits given shall be considered as maximum unless otherwise extended by mutual written agreement by the parties involved.

8. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.

9. Failure of the administration to respond in the time limit stated shall mean the grievance shall automatically be processed to the next level.

10. A grievance may be initiated at Level II when it has been determined by the building principal in discussion with the Association that the subject is not within the building principal's realm of responsibility or control.

11. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

12. A teacher or the Association will utilize this grievance procedure when the complaint or problem falls within the definition of a grievance and can be filed timely in keeping with this grievance procedure before using other professional or legal avenues in resolving a complaint or problem.

13. A day shall be a teacher workday during the adopted school year and a week day (Monday thru Friday), during the summer vacation, excluding legal holidays.

14. No reprisal shall be made against any party involved in the use of this grievance procedure.

15. A grievance may be withdrawn at any level without prejudice or record unless maintained in the Board's or the Association's files in accordance with item 17 below. Once withdrawn, that grievance may not be refiled unless either the Board and the Association agree otherwise or the grievance may still be timely filed within the requirements for filing at Level I.

16. No record, document, or communication arising from a grievance shall be placed in the personal file of any participants involved in the procedure herein described unless required by a grievance disposition or an arbitrator's award.

17. All records, documents, and communications relating to or arising from a grievance may be placed in a District grievance file. Nothing in said file may be used to the detriment of any aggrieved party whose name appears in the file. The Association also may maintain a grievance file.

E. Procedure

1. Level I - Administration

a. A copy of the written grievance must be filed on the grievance form which is contained in Appendix R with the aggrieved's immediate administrator within twenty (20) days after the aggrieved becomes aware or should have logically become aware of the alleged violation.

b. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

c. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position on the grievance.

2. Level II - Superintendent

   a. If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he/she may, within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

   b. The meeting shall be within five (5) days of the request. The meeting shall include a State consultant selected by the Association. During the meeting, the Superintendent and the Association and the grievant will confer in an attempt to reach an agreement which will resolve the grievance. If agreement between the Superintendent and the Association and grievant is reached, it will be final. Such agreement will be in writing, signed by the Superintendent, and will be provided to the aggrieved and the Association President.

   c. If agreement is not reached between the Superintendent and the Association and grievant, the Superintendent shall provide the aggrieved and the Association President with a response stating his/her position on the grievance. Said written response will be provided within five (5) days of the Level II grievance meeting.

3. Level III - Board

   a. Within ten (10) days of receipt of the written Level II disposition, the grievant may appeal the grievance to the Board. Such appeal shall be in writing to the Treasurer of the Board.

   b. Within ten (10) days of receipt of the written appeal, the Board, or its designated Board member(s) shall meet with the grievant. The meeting shall include the Superintendent, the Grievant, Association representative(s), and any other person who may be needed to give information concerning the grievance.

   c. Within ten (10) days following the meeting, the Board or designated Board member(s) shall render a written disposition. Said disposition shall be sent to the grievant, the Association President, and the Superintendent.

4. Level IV - Arbitration

   a. The Association, within ten (10) days of receipt of the written Level III disposition, may submit a demand for arbitration form to the American Arbitration Association (AAA), if there is not a settlement agreeable to the grievant(s) at Level III. Copies of said demand form will be sent to the Superintendent at the same time as the original is

sent to the AAA. The arbitrator will be selected in keeping with the AAA's voluntary rules and regulations. Once an arbitrator is selected under this process, the arbitrator shall conduct a fair and impartial hearing on the grievance during which both parties will have an opportunity to present their respective sides of the grievance. The arbitrator will issue his/her written award as soon as possible after the hearing. Copies of the award will be sent to the grievant, the Association President, and the Superintendent and will be binding on all parties.

b. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Contract, which alters or amends this Contract, or which is contrary to law.

c. The fees and expenses of the arbitrator shall be paid by the party who loses the arbitration. The Association shall pay for the grievant's filing fees.

7.05 Discipline of a Bargaining Unit Member

A. Any disciplinary action against a bargaining unit member shall be conducted in private. If an affected unit member or administrator deems it necessary, either may request a representative of choice to be present. The affected member, if represented, shall be represented by the Association. When such request is made, the disciplinary action shall be delayed not more than one (1) school day unless mutually agreed to among the parties.

The Board agrees to follow traditional principles of progressive discipline with the usual understanding that some or all preliminary levels may be bypassed case-by-case depending upon the seriousness of the offense and all relevant surrounding circumstances.

B. Teacher Suspension Procedure

1. The Administration has the right to suspend a teacher with or without pay for disciplinary purposes. It shall not be considered discipline to place a unit member on administrative leave with pay.

2. Prior to any such suspension, the Administration shall conduct an investigation of the incident or infraction(s) upon which any such suspension will be based. The results of the investigation shall be reduced to writing and given to the teacher along with a recommendation for a possible suspension with or without pay.

3. Upon request of the teacher and within five (5) days of the teacher's receiving written notification of a possible suspension with or without pay,

the teacher may request a meeting with the Superintendent. The teacher shall have the right to representation at the meeting.

4. The Superintendent's decision on the suspension shall be issued within ten (10) days after the Superintendent's meeting.

5. Suspension of a teacher with or without pay for disciplinary reasons shall only occur for just cause. This just cause standard in this provision shall not apply to the nonrenewal of the teacher's limited teaching contract, nor shall it affect in any way the rights of the Board or members of the bargaining unit with respect to termination procedures initiated under Section 3319.16 of the Ohio Revised Code.

7.06 Teachers of Singleton or Special Electives Classes

Notwithstanding any implication to the contrary in Section 1.01, at no time shall the number of teachers of singleton or special electives classes who are teaching on a one-fifth (1/5) contract basis or less (and who are hence excluded from the bargaining unit) exceed a number equal to ten percent (10%) of all teachers comprising the bargaining unit. In addition to the foregoing numerical limitation, no teacher of singleton or special electives class shall be hired to teach on a one-fifth (1/5) basis or less unless notification as to the existence of the opening has been provided in the manner described in Section 7.01(A), and the Superintendent will not recommend, nor shall the Board act to fill, any such opening until at least three (3) days (as defined in the footnote to said Section 7.01(C)) after that notification has been so provided; in the event that a member of the bargaining unit applies to fill the opening during that three (3) day period but is not selected, the member will be informed in writing of the reason(s).

7.07 Public Complaint Procedure

At all conferences with a professional staff member/coach concerning a public complaint about that member/coach, the member/coach may request Association representation. If the complaint becomes a matter of written record, and will be used in disciplining or evaluating the teacher, then the teacher shall be afforded the opportunity to answer or rebut such complaint. No unidentified or anonymous complaint shall become part of a teacher's evaluation or personnel file.

The Board's Public Complaints Policy existing as of the time of entry into this Agreement is attached as Appendix B hereto for information purposes.

ARTICLE VIII EMPLOYMENT RIGHTS

8.01 Equal Opportunity

No employee(s) will be discriminated against in any way in the exercise of their employment rights or their rights under this Agreement because of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information, Association membership, or any other legally protected category.

8.02 Employment Practices

The Board will not require, either through resolution, policy, or in contracts, any residence requirement as a condition of employment, re-employment, advancement, promotion, or transfer within the District.

8.03 Professional Personnel Records

A. The Board and the Association agree that the Superintendent's office will maintain a personnel file on each teacher employed by the district. The personnel file will consist of all records, evaluations, honors, letters, and notations made on a teacher during his/her employment as well as pre-employment materials concerning such teacher. The District may develop a procedure to purge this file of pre-employment materials no longer deemed necessary to maintain and/or to discard all such pre-employment materials. Such personnel file may be accessed and copied to the extent permitted by law, but the original and any part of these files may not be taken from the administrative offices.

B. It is further agreed that the Treasurer will maintain a business file on each teacher. This file may contain contracts, compensation data, tax information, leave records, etc., but any medical records shall be kept separately. Such file may also be accessed and copied to the extent permitted by law, but the original and any part of these files may not be taken from the administrative offices.

C. Once employed, any teacher shall be provided a copy of any materials which may be considered critical of that teacher’s conduct, service, character, or personality before it is placed in his/her personnel file. Teachers may acknowledge that they have read the material by affixing their signature to the copy to be filed. The teacher’s signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher. The teacher may reply to such critical material in a written statement to be attached to the filed copy.

D. Administrators shall inform teachers of any complaint by an individual or group which is directed toward them which will become a matter of record. Anonymous

letters or materials shall not be placed in a teacher's file, nor, except as required by law, shall they otherwise be made a matter of record.

E. Each teacher shall have the right, upon request, to inspect the contents of that teacher's personnel and business files. A representative of the Association may, at the teacher's request, accompany the teacher in such inspection. The Superintendent or his designee shall be present during any file inspection.

F. Material other than routine evaluations will be removed from the teacher's personnel and business files when a teacher demonstrates it is inaccurate, does not comply with this Article, or is unfair as sustained by the Grievance Procedure. A teacher shall be entitled to a copy of any material in said teacher's personnel or business file. Material added to a teacher's file after the initial copies have been made will also be copied for the teacher(s) upon the request of the teacher(s). Copies shall be provided at no cost to the individual teacher.

G. Whenever any person not acting on behalf of the Board or a teacher seeks to examine the teacher's personnel or business file (or parts thereof), the teacher shall be notified by sending a letter to his/her last known address.

H. This Section shall supersede and render inapplicable Ohio Revised Code Chapter 1347, as now or hereafter amended.

8.04 Teacher Day

A. The maximum length of a bargaining unit member's contractual day is a consecutive seven (7) hours and thirty (30) minutes. The workday shall start no earlier than 7:00 a.m. and end no later than 4:30 p.m., Monday through Friday. Any increase in the school/ workday or school/work year mandated by state law shall be compensated on the basis of each bargaining unit member's daily rate of pay. Daily rate of pay is derived by dividing the unit member's salary for the 186-day work year by 186.

B. During each student day, each bargaining unit member shall be allowed and scheduled a minimum of thirty (30) consecutive minutes for a duty-free, uninterrupted period for lunch. To the greatest extent possible, the scheduled duty-free lunch time will be equitably scheduled within the building.

C. A high school and middle school bargaining unit member shall be paid a stipend in the gross amount of one thousand five hundred dollars ($1,500) by supplemental contract for each additional instructional period beyond five (5) instructional periods in a student day that s/he volunteers or is directed to teach throughout a nine (9) week period. In addition, a teacher shall not be directed to teach six (6) classes in two (2) consecutive years. (See Appendix U)

D. During each student week and during the student day, each bargaining unit member shall be scheduled a minimum of one (1) thirty-five (35) minute uninterrupted period and four (4) thirty (30) minute uninterrupted periods for preparation time during which no other duties are assigned. To the greatest extent possible, preparation time will be equitable within each building.

1. A unit member assigned to/from any school located on or about Swickard Woods Boulevard to any other school building on the main school campus during his/her workday shall have a minimum of fifteen (15) minutes travel time between buildings. A unit member assigned to travel between school buildings located on the main school campus or between any school buildings located on or about Swickard Woods Boulevard shall have a minimum of ten (10) minutes travel time between school buildings. The time shall be calculated from the ending time of the class in the building from which the teacher is traveling to the start time of the class in the building to which the teacher is traveling. The travel time may occur within the planning/lunch time provided that the minimum number of contractually required planning/lunch time minutes are met.

E. Any additional duties during the Teacher Day will be student supervisory duties.

1. Unless required as part of a supplemental contract, when a staff member chaperones or is required to supervise overnight activities during a student trip, he/she shall be paid a stipend of fifty dollars ($50.00) each night to a maximum of one-hundred fifty dollars ($150.00). The stipend shall be Board approved prior to the work being completed. A staff member shall not be directed to supervise overnight activities unless the staff member is receiving a supplemental contract requiring such participation.

F. All bargaining unit members at the elementary level shall be assigned lunch duty in a reasonably equitable manner. All issues related to reasonably equitable manner may be raised in the Principal's Advisory Committee.

G. Attendance at one (1) open house/curriculum night outside of the normal teacher workday per school year is mandatory. Required school open houses/curriculum nights shall not be scheduled prior to the first contractual day for teachers.

H. Bargaining unit members who, as the result of consistently late bus arrivals are routinely required to remain on duty more than fifteen minutes after school is dismissed will notify the building principal. If the principal is unable to change the timing of the bus route, the principal shall modify the bargaining unit member's daily schedule by agreeing to a later beginning time in the morning or such other modifications as may be mutually agreeable.

I. The Board and the Association agree to meet as a joint committee (with equal representation) in the event of an administrative proposal to change the School Day Schedule in any building at the elementary, middle school or high school level

which, within that building, would result in a deviation from any provision(s) of this Agreement.

1. Unit members in grades K-5 who teach specials (i.e. wellness, computer, art, music, and media/library) shall have a workday which reflects six (6) instructional periods within a student day, in addition to the contractual planning period and duty-free lunch.

2. Unit members in grades K-5 who teach specials shall be paid a stipend in the gross amount of one thousand five hundred dollars ($1,500) by supplemental contract for each additional instructional period beyond six (6) instructional periods in a student day that s/he volunteers for or is directed to teach throughout a school year. In addition, a teacher shall not be directed to teach more than six (6) instructional periods in a student day for more than two (2) consecutive years. (See Appendix U)

J. Internal Substitution

1. Absorption of Students: Elementary, intermediate, and/or middle school unit members who are assigned students from an absent bargaining unit member's class shall be compensated at the internal substitution rate of pay per day divided on a pro-rated basis for the portion of the class taken and the period of time the unit member has the additional students. Such requests shall be made on a rotational basis. In addition, at the high school, in the event a wellness teacher/instructor absorbs another teacher's students the member will be compensated at one-fifth (1/5) the daily sub rate per hour/period provided that the member fills out the form, submits it to the building principal for authorization, and forwards it to the Treasurer's office.

2. Reassignment: No additional compensation shall be provided when a unit member is reassigned for the day (e.g., a teacher on a coaching or other non-classroom assignment is asked to cover a classroom for the day when no substitute teachers are available). Such requests shall be made on a rotational basis.

3. Waiving Plan Period: Teachers may be requested by the building principal or his/her designee to waive their planning/conference period to assume the responsibility of supervising a class if a substitute teacher is unavailable. Any member who agrees to such a request shall be compensated one-fifth (1/5) the daily sub rate per hour/period provided the member fills out the form, submits it to the building principal for authorization, and forwards it to the Treasurer's office.

   At the beginning of each semester/trimester, the building administrator will create a list of bargaining unit members who are willing to waive their planning period to attempt to avoid a temporary reassignment of staff.

The building administrator shall work through the list on a rotational basis prior to reassigning a bargaining unit member for any portion of his/her workday.

8.05 Length of School Year and School Calendar

A. The teacher contract year shall be designated as follows:

(175) Number of days students are actually present in buildings;
(2) Two parent teacher conference days;
(1) One teacher workday at the beginning of the work year, without students in attendance and no administratively called meetings;
(2) Two administrative workdays at the beginning of the work year*;
(3) Three days of teacher professional development during the work year*; **;
(2) Two teacher workdays, without students in attendance- which will occur once per semester**
One staff meeting of up to one hour each may be held on this day for the purposes of professional development, teacher-based teams, data analysis, curriculum work, and/or to meet student, staff and district needs. This meeting shall occur at the start of the workday.
(1) One teacher workday at the end of the work year, without students in attendance and no administratively called meetings;
(186) Total number of days in teacher contract year.

* The Association shall have one (1) hour on each of these days to meet with teachers.
** The Administration may require a common start and end time for all unit members on the three (3) days of teacher professional development and the two (2) teacher workdays once per semester during the work year provided that the Administration notifies the unit members of the common start and end times no later than the last teacher workday of the previous school year.

B. An orientation day for new teachers to the system may be in addition to the maximum number of days. Any orientation days beyond that one (1) additional day shall be paid at $175 per day.

C. The Association President or his/her designee shall participate in all discussions of calendar proposals with the administration prior to Board adoption of a school calendar each year. This participation shall not be construed as negotiating the actual calendar; rather, it is only to guarantee Association input in the development of the school calendar.

D. The requirement of one hundred eighty-six (186) days shall be waived for a shorter period of time if school(s) are closed for weather, calamity, or energy conservation

in keeping with any applicable state law. Any calamity days in excess of five days shall be made up.

8.06 New Teacher Orientation

A. On or before the start of each school year, an orientation meeting shall be held for all new teachers in the District.

B. The Association shall have the opportunity to make suggestions on the planning of the meeting's agenda and will be provided no more than one (1) hour on that agenda to provide Association information to these new teachers.

8.07 Notification and Distribution of School Calendar

The annual salary notice and school calendar shall be sent electronically via school email to each member. In keeping with provisions of Section 8.05 of this Article, the school calendar may be subject to revision as needed as determined by the Board.

8.08 Organizational Plan

A. A Principal Advisory Committee (PAC) will be established annually at each school building during September of each school year. Each building principal will meet with his/her respective committee for the following purposes:

1. To discuss educational concerns of the building.

2. To discuss building concerns.

3. As a sounding board for change in the schools.

4. The committee will be comprised of two (2) selectees by the principal and two (2) selectees by the Association President. This committee will meet monthly or as needed.

B. In general, effective meetings should provide a forum for open discussion and shared understanding and deliver a tangible result or solution. To ensure PACs are effective as intended, each PAC shall operate under the following guidelines:

1. PLEA PAC reps from each building will provide their agenda items to their principal at least forty-eight (48) hours in advance of the meeting. The principal will share any additional items to create the final agenda no less than twenty-four (24) hours prior to the meeting. Agenda items must be directly related to the stated purposes above or shall not be reflected in the final PAC minutes shared with staff.

2. A parking lot may be used for issues that are raised at the meeting without being included on the advanced agenda. These may be included on a future agenda or addressed separately before the next PAC meeting.

3. Draft minutes will be shared with the principal who will provide input. Minutes must be mutually agreed upon between the PLEA PAC reps and the principal before the final version is shared with staff. Meeting minutes will:

    a. Succinctly illustrate all agenda items, discussions and decisions made, as applicable

    b. Illustrate any follow-up action items, timeline and persons responsible

    c. Outline any other next steps, as applicable

    d. Include next meeting date, if known

    e. Not include extemporaneous discussions, complaints or attacks.

C. Association/Board Communications Committee

1. In the interest of sound labor/management relations the Board and/or its designees shall meet with five (5) representatives of the Association once every quarter (unless mutually agreed otherwise) each year to discuss potential problems and promote harmonious labor-management relations. The Superintendent/designee and the Association President/designee shall attend those meetings. This committee shall be trained, as necessary, in problem solving procedures and techniques.

2. If a special labor-management meeting(s) has been requested, and mutually agreed upon, it shall be convened as soon as feasible.

8.09 Professional Development

A. Local professional development programs shall be designed and implemented cooperatively between the administration and the Association, through the Local Professional Development Committee ("LPDC"), Department Chairs and/or Team Leaders, and a Building an Inclusive Campus Culture Facilitator from each building. There shall be three (3) full days of local professional development programs within the regular school year. Such days will be so designated in the school calendar. The goal of such programming shall be to improve the quality of education offered to the students of the District.

B. The Association, in working with the administration, through the LPDC, shall have up to two (2) hours yearly during regularly scheduled professional development

day(s) to conduct professional development programs initiated by the Association. In the event that consensus between the Association and the administration cannot be reached on a professional development topic proposed by the Association in keeping with this provision, the Association will continue to propose a new topic until agreement upon a program can be achieved, provided that the administration may select a professional development topic under this paragraph in the event that efforts to reach consensus as just described are unavailing.

8.10 Facilities for Instructional Staff

The Board shall provide, in each school building, the following facilities exclusively for the use of the instructional staff:

A. Lunchroom facilities not available to students.

B. Lounge facilities, not to be used for instructional, counseling, or testing purposes, etc.

C. Use of the school telephone (no long-distance calls except on school business and with the prior approval of the building principal).

D. Vending machines shall be installed in faculty lounges upon the request of the building faculty. The cost of vending machine items is not a subject of negotiations and, therefore, is not grievable.

E. The District shall provide adequate numbered parking facilities for all staff members, provided that adequate parking facilities for a reasonable number of visitors shall first be assigned in locations closest to buildings. In addition, each staff member who has a disability parking placard or a disability license plate as either of same is issued for that member by the State of Ohio shall receive an assigned space in similar proximity to his/her assigned building as parking spaces reserved for visitors having such a placard/plate. Each respective building principal shall inform each of the staff members of the specific location of the individual's reserved parking space within the first three (3) workdays of the contractual year. In connection with the provision of such spaces:

1. The District will monitor the parking lots to the extent current staff is available without other responsibilities, it being understood that the District cannot ensure that the assigned spaces will not be taken by others;

2. Each building's PAC will implement a process to resolve disputes among bargaining unit members over parking;

3. Issues relating to the assignment of numbered spaces, the use of spaces by third parties, disputes between bargaining unit members concerning spaces and their use, and other parking implementation issues shall not be grievable.

F. Use of Buildings

1. Unit members requesting the use of school district facilities for professional development/private lessons/tutoring shall file appropriate forms with the Treasurer's Office prior to the start of the professional development/private lessons/tutoring. The Treasurer's Office shall notify the unit member making the request of the acceptance to use the facilities within ten (10) workdays of submitting the form.

2. When conducting professional development, private lessons, or tutoring, during regular custodial hours when no additional custodial services are necessary, the unit member shall not be charged for the use of a regular classroom or similar room, provided the unit member is not being compensated either monetarily or with other items/services of value (other than by and/or through the Board).

3. Unit members conducting private lessons or tutoring for compensation (which is not paid by and/or through the Board) shall be charged two dollars ($2.00) per hour for the use of a regular classroom or similar room, during regular custodial hours when no additional custodial services are necessary.

4. Unit members may provide information about the private lessons/tutoring to students and parents as provided by Board Policy or Administrative Guidelines.

5. Unit members providing private lessons/tutoring shall follow Administrative Guideline 3213.

6. All private lessons/tutoring shall be conducted after the contractual teacher day.

8.11 Elementary and Middle School Specialists

In keeping with State Minimum Standards, the Board will provide Educational Service Personnel who hold the special teaching certificate/license in Art, Music, and Physical Education to give instruction in these areas to elementary and middle school students.

8.12 Professional Behavior

Unit members are expected and required to be at their assigned areas in a timely fashion every day.

8.13 Indemnification

Teachers shall have the right to indemnification in accordance with Ohio Revised Code 2744.07 as now existing or hereafter amended.

8.14 Special Needs Students

A. The parties agree that children having special physical, mental, and emotional problems may require specialized classroom experiences and that their presence in regular classrooms may place additional demands upon professional staff members. It is further agreed by and between said parties that if the placement of any student into a regular classroom setting significantly disrupts the education of the other students, the teacher may request additional testing and evaluation of the student to examine the student's appropriate placement.

B. IDEA Compliance Committee

The Ohio Department of Education, Office for Exceptional Children, is required to ensure compliance with Individuals with Disabilities Education Improvement Act of 2004 (IDEA). Further, Ohio Revised Code Section 3323.02 requires the special education program of each school district to be operated in accordance with the procedures, standards, and guidelines adopted by the State Board of Education in order to receive state or federal funds for the district's special education program. This language does not require the Association to seek remedy for an alleged violation of any agency's procedures, standards, and/or guidelines through the Grievance Procedure contained in Article VII of this Agreement.

A joint Association/Administration compliance committee (IDEA Compliance Committee) will be established to:

1. Provide support for the District's implementation of IDEA.

2. Assist in implementing IDEA in a manner consistent with Federal and State laws, regulations, and standards, and District policies, and to review ETR and IEP documents for internal monitoring and review purposes.

3. The Committee shall be comprised of up to six (6) members appointed by the Superintendent and six (6) members appointed by the Association President. In addition, one school psychologist and one related service staff member shall be appointed by the Superintendent. Additional members may be added by a majority vote of the Committee.

4. Members will convene quarterly for a full workday according to the majority committee members schedule or as agreed upon by a majority vote of the Committee.

8.15 Class Composition

When determining class lists, building principals will take into consideration the effect of student needs on class size. The type of adaptations needed to meet the individualized

learning needs of recognized student populations (IEP, 504, and ELL, but excluding gifted) will be important factors when determining class assignments. In an effort to balance student needs with high quality instructional practices and research, class assignments will be formulated with a goal of including these recognized student populations (IEP, 504, and ELL) up to 33% of the total class list. 504 students referred to in this section are only those who have an educational component in their 504 plan.

A. A joint Administration/Association Class Composition Committee shall be established. Co-Chairpersons of the Class Composition Committee shall be the Association President/designee and the Superintendent/designee. In addition, the Association President/designee shall appoint four (4) members to the Committee. The Superintendent/ designee shall also appoint four (4) members. The Class Composition Committee shall:

1. Review the class composition data to analyze class composition in accordance with this section.

2. Determine underlying factors contributing to successfully achieving or failing to achieve the class composition goal.

3. Develop and provide recommendations for strategies designed to meet the class composition goal or to further the educational and developmental needs of students.

4. Provide timely recommendations, strategies, or solutions to the Superintendent for his/her consideration, as applicable.

5. Convene as often as necessary as determined by at least one of the Co-Chairpersons to achieve the committee requirements outlined herein.

6. Each of the Co-Chairpersons may invite additional participants to any committee meeting as necessary to provide information to the committee.

7. Maintain meeting minutes to distribute via email to all unit members and administrators to provide for increased communication and awareness District-wide.

B. PLEA appointed members shall be eligible for committee rate of pay for participating outside of the contractual workday.

8.16 Administrative Review

This review process is for the purpose of permitting professional staff members to present their concerns verbally when they feel their class size, class load, or number of preparations, is inequitable; or the schedule of administratively called meetings is manifestly excessive. This review shall only be conducted after the staff members have

presented those same concern(s) through the building PAC. If the issue(s) is not resolved through the building PAC then it will be reviewed by the Superintendent/designee. The people involved in the review process shall be the Superintendent or his/her designee, the affected building principal, the staff members/or selected delegation, and PLEA representatives.

The decision made as a result of this review shall not be subject to the grievance provisions as stated in Section 7.04.

8.17 Electronic Grading Committee

An Electronic Grading Committee shall consist of three (3) bargaining unit members, appointed by the PLEA President, and three (3) administrators, appointed by the Superintendent. The Committee shall meet as necessary and make recommendations related to electronic grading.

8.18 Class Size

A. By March 15th of each school year, building administrators shall provide staff an opportunity for input in scheduling students for the next school year. Special attention shall be given to appropriate clustering and the equitable distribution of students.

1. The following guidelines for optimum class size are:

a. Preschool: Twenty (20) students per class.

b. Grades K-3: Twenty-two (22) students per class.

c. Grades 4-6: Twenty-five (25) students per class.

d. Grades 7-12: Twenty-eight (28) students per class.

e. Performing Arts and Wellness Grades (Grades 6-12): Varied based upon the age and groupings of students.

2. The educational needs of specific students, space, safety, and workstations shall be considered as acceptable reasons for consideration of small class sizes.

3. Prior to the end of the school year, each teacher shall be provided a tentative teaching schedule, including class size numbers. The teacher shall have the ability to discuss the tentative schedule with building administration to raise concerns and brainstorm solutions.

4. At the beginning of the teacher work year, should a teacher have concerns regarding class size based upon the aforementioned guidelines, he/she may request a meeting/review by his/her building principal for written response. The building principal shall provide a written response within three (3) workdays. In the event that any teacher continues to have concerns after response by his/her building principal, he/she may request an additional review by the Superintendent or his/her designee. The Superintendent or his/her designee's review shall be completed, and the results shall be provided to the teacher within three (3) workdays of the teacher's request for review.

5. During the school year, and prior to the placement for a newly enrolled student, careful attention shall be given to appropriate clustering, class size, and the classroom composition of students. If the placement of a student causes a teacher to have concerns, the teacher may request a meeting/review by his/her building administrator for written response within three (3) days. In the event that any teacher continues to have concerns after response by his/her building principal, he/she may request an additional review by the Superintendent or his/her designee. The Superintendent's or his/her designee's review shall be completed, and the results shall be provided to the teacher within three (3) workdays of the teacher's request for review.

ARTICLE IX CONTRACT RIGHTS

9.01 Contract Length and Continuing Contract Eligibility

A. The Board will issue limited and continuing contracts to teachers as follows:

Sequence of Contracts	Duration of Contract
First contract for full school year	1 Year
Second contract	1 or 2 Years
Third contract	2 Years
Fourth and all subsequent limited contracts	3 Years

B. To move from one step in the foregoing sequence to the next step, a teacher must have provided service for the requisite number of years. As used in this Section, a year of service shall mean a minimum of one hundred twenty (120) contractual days of actual service or authorized, paid leave in a school year during which the teacher is assigned continuously to the same position. Substitute or part-time service, or time spent on unpaid leaves-of-absence, shall not count as service to move on the salary schedule or contract sequence; however, members of the bargaining unit who work fifty percent (50%) or more of a full-time schedule, including a job share assignment, shall be eligible for step movement on the salary schedule.

C. The only exceptions to this sequence are:

1. When a teacher is employed under a suspended limited contract in keeping with Section 9.06 of this Article and is up for another limited contract. The Board may issue a limited contract for a duration less than that set forth above, but not for a duration less than the period of time the affected teacher retains recall rights under Section 9.06. If the affected teacher is not reinstated during the period of time he/she retains recall rights under Section 9.06, he/she may have his/her limited contract non-renewed in keeping with Section 3319.11 of the Ohio Revised Code as it existed prior to the effective date of 117th Ohio General Assembly Amended Substitute House Bill Number 330. If the affected teacher is reinstated and has been issued a limited contract for a duration less than that set forth above, the Board will issue the proper contract in keeping with the above sequence within thirty (30) days of the reinstatement.

2. When a teacher has been found deficient in some area(s) via the evaluation process and the Superintendent has determined to intercede in the contractual sequence by recommending that a one-year, rather than a required two- or three-year, limited contract be offered, provided that in no event shall this provision be construed to allow such a one-year contract to be granted for any period of time in which a teacher has already been granted a two- or three-year (or continuing) contract, and provided further that no teacher shall be given a one-year limited contract in accordance with the terms of this provision more than once throughout his/her employment by the Board. If a teacher on any such one-year limited contract hereunder is reemployed, s/he shall receive a continuing contract if s/he is eligible for same or, if the teacher is not so eligible, either (1) a two-year limited contract if the teacher has not completed a limited contract required to be of such two-year duration in the district or (2) a three-year limited contract otherwise.

3. Nothing herein shall deny a teacher the right to be issued a continuing contract in keeping with the Ohio Revised Code, except that, in order to be considered for a continuing contract:

   a. A unit member shall have a professional or permanent certificate or license;

   b. If holding a professional license, a unit member shall have had either a master's degree at the time of initially receiving a teacher's certificate or an educator license and have completed 6 semester hours of graduate coursework in his/her area of licensure or in an area related to the teaching field since the initial issuance of his/her teacher's certificate or license per state rules or shall have completed 30 semester hours of course work in the area of licensure or in an area

related to the teaching field since the initial issuance of such certificate or license, per state rules;

c. A unit member shall have taught at least three years of the last five in the District or have attained continuing contract status elsewhere and have served two years in the District; and

d. For a unit member who received his/her initial teaching license on or after January 1, 2011, the unit member must hold a teaching license for at least seven years;

e. A unit member shall have notified the Superintendent/designee in writing by October 1st of his/her application for a continuing contract, and shall have submitted her/his professional portfolio and a letter of recommendation (from his/her building principal) to the Superintendent/designee on or before April 1st, preceding receipt of such a continuing contract.

f. A unit member who, during a multi-year limited contract that is not in its final year, becomes eligible for continuing contract status shall be granted a continuing contract for the next school year upon the Superintendent so recommending and the Board affirming such recommendation.

g. A unit member who has attained continuing contract status elsewhere may be issued, upon the recommendation of the Superintendent and approval of the Board, a continuing contract at any time prior to the end of the two years of employment in the District.

9.02 Ohio Teacher Evaluation System (OTES)

A. The overarching purpose of the teacher evaluation system is to serve as a tool to advance the professional development of teachers.

This improvement shall be advanced by, but not limited to; the following objectives.

1. Establish goals and procedures for professional development.

2. Provide information for recommendations regarding contract status.

3. Assess a teacher's work performance.

4. Inform instruction.

5. Assist teachers and evaluators in identifying, developing, and supporting best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. Credentialed Evaluators

1. The Board of Education will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by individuals who:

   a. Are eligible to be an evaluator in accordance with Ohio Revised C ode 3319.111; and

   b. Hold a credential established by the Ohio Department of Education for being an evaluator; and

   c. Have completed evaluation training and have passed a credentialing assessment.

2. The process for selecting credentialed evaluators beyond the district (credentialed third-party evaluator) other than contracted services with the Educational Service Center of Central Ohio (ESCCO) shall be jointly developed by the Superintendent/designee and the Plain Local Education Association. No teacher who is determined to be at risk of being non-renewed or who is on an Improvement Plan during a school year shall be evaluated by a credentialed third-party evaluator during that same school year.

3. A teacher whose work schedule involves travel between buildings will be evaluated by an evaluator from the teacher's primary assigned building.

4. Whenever possible one administrator shall be designated as the primary evaluator.

C. Definitions

1. Comparable Evaluation: For the purpose of reduction-in-force, evaluations shall be considered comparable within the performance rating categories of Accomplished, Skilled, Developing, and Ineffective.

2. Credentialed Third-Party Evaluator: A person who meets the criteria outlined in 9.02 B 1a-1c is employed by an entity other than the Board of Education solely to conduct teacher evaluations.

3. Day: For Sections 9.02, 9.03, and 9.04 a day shall be defined as a teacher workday.

4. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

5. Evaluation Framework: The process created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

6. Evaluation Instruments: The forms or instruments are those established by the Evaluation Development Committee. The approved evaluation instruments are attached to this agreement in Appendix C.

7. Evaluation Procedure: The procedural requirements are set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

8. Evidence: Information collected by the credentialed evaluator and/or information provided to the credentialed evaluator by the teacher to support and inform the accurate reflection of the evaluation components. Examples include, but are not limited to, observations and walkthroughs, scheduled conferences, informal interactions, lesson plans, student work, correspondence with families and/or feedback from other sources.

9. Final Holistic Rating: The final holistic rating is assigned at the conclusion of the evaluation cycle when the evaluator looks at the larger picture of performance against all domains and considers the preponderance of evidence collected through the evaluation cycle. An evaluator will not consider one performance area in isolation but will analyze it in relation to all other areas of performance. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

10. High Quality Student Data (HQSD): Locally determined data, including value-added data when available, that provides evidence of student learning attributable to the teacher who is being evaluated. HQSD is data that:

    a. Aligns to learning standards
    b. Measure what is intended to be measured
    c. Does not offend or be driven by bias

d. Is attributable to a specific teacher for course(s) and grade level(s) taught
e. Demonstrates evidence of student learning (achievement and/or academic growth)
f. Follows protocols for administration and scoring
g. Provides trustworthy results

11. OhioES: An online platform used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

12. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

13. Poorly Performing Teacher: A teacher whose final evaluation rating is ineffective for two consecutive years.

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

D. Application

1. The teacher evaluation procedure contained in Article IX, Section 9.02 applies to teachers issued licenses under Ohio Revised Code 3319 or a permanent certificate issued under former Ohio Revised Code 3319.22, and who spend at least 50% of their time providing student instruction.

2. Teachers who are not covered in Article IX, Section 9.02, shall be evaluated using the procedures in Sections 9.03 or 9.04.

3. The District is not required to conduct an evaluation for any teacher who:

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

b. Submitted notice of retirement, and such notice has been acted upon by the Board on or before December 1 of the school year in which the individual plans to retire.

E. Evaluation Committee

The Association and the Board agree to a joint Evaluation Committee for the purpose of reviewing and adjusting the evaluation system where permissible,

monitoring the effectiveness of procedures and process, including the evaluation instruments and High Quality Student Data for the evaluation of certificated/licensed teachers in New Albany-Plain Local Schools. Changes to process, instruments and/or High Quality Student Data will not be made mid-year unless recommended by the Evaluation Committee and mutually approved by the Superintendent and Association President.

1. Composition

   a. The Committee shall be comprised of five (5) Association members appointed by the Association President, and five (5) Administrators appointed by the Superintendent. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings exclusive of the Association President and the Superintendent.

   b. Committee members shall be representative of elementary, secondary and specialty areas within the District.

2. Operational Procedures

   a. The Committee shall be chaired jointly by a Committee member from the Association and a Committee member appointed by the Superintendent.

   b. Members of the Committee will receive training in all aspects of OTES, the State adopted Evaluation Framework model, and the standards for the teaching profession.

   c. The Committee will develop the ground rules by which the Committee will operate. These ground rules will be reviewed and/or modified annually.

   d. The Committee will establish by mutual agreement a meeting calendar and timeline for work completion.

   e. Committee agendas will be developed jointly by the co-chairpersons on the Committee.

   f. All decisions of the Committee will be achieved by consensus. To ensure that all members understand the meaning and application of consensus decision making, true consensus is reached as follows:

      Each group member must honestly say:

- I believe that you understand my point of view;
- I believe that I understand your point of view;
- Whether or not I prefer this decision, I support it because:
    - It was arrived at openly and fairly.
    - It is the best solution at this time.
    - I will commit to the solution and not undermine it.

.

g. At each Committee meeting the group will select an individual to act as the official recording scribe for that meeting.

h. Members of the Committee will receive release time for Committee work and training if held during the school day.

i. Minutes of meetings will be distributed to Committee members, Association President and District Superintendent within one (1) week following meetings of the Committee.

j. The Committee may establish sub-committees to assist with its work.

k. Sub-committees will be jointly appointed by the Superintendent/ designee for administrators and the Association President/designee for Association membership.

l. The Committee shall recommend to the Superintendent professional resources (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate.

3. Compensation

Any Committee meetings required outside of the workday will be paid in accordance with the Master Contract, Section 10.12, Committee Work.

4. Secretarial Support

The District will provide secretarial support and assistance to the Committee. Duties may include note taking, copying, notification, communications, and other duties as needed.

5. Committee Authority

a. The Committee is responsible for reviewing and recommending changes to Sections 9.02, 9.03, and/or 9.04, procedure and

processes, including the evaluation instrument, for teacher evaluation.

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

c. If either party wishes to consider any change or revision to the evaluation procedure or process contained in Sections 9.02, 9.03 or 9.04, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, the recommendation shall be subject to ratification by the Board and the Association or such changes may be made through a memorandum of understanding.

d. Recommendations for any needed modifications to the evaluation process including the corresponding evaluation instruments will be made with sufficient time prior to the beginning of any school year to allow for the implementation of any changes.

e. The Superintendent and the Association shall produce the final evaluation model for ratification by the parties.

f. In the event legislative action by the Ohio General Assembly materially affects this topic, the parties to the Master Contract agree to reconvene bargaining to make the appropriate adjustments as required.

F. Orientation

1. Not later than September 30 of each year, or in the case of a new teacher, within twenty (20) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator, and any subsequent changes that are necessary due to unforeseen circumstances.

2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified of the evaluation procedures in effect for their position. Such written notification shall be within twenty (20) days of the first day in a new assignment.

G. Training

1. Training on the teacher evaluation procedure will be provided prior to the implementation of the evaluation process under OTES 2.0 or as determined by the evaluation committee.

2. Training on the teacher evaluation procedure will occur annually for teachers new to the District and shall include the tools, processes, methodology, and the use of high quality student data.

3. Written instructions and evaluation instrument training shall be presented no later than twenty (20) days after initial employment.

H. Schedule for Evaluation

1. A teacher will be evaluated each year, except as provided in 11, 12 and 13 of this section. Each full evaluation cycle will consist of at least one (1) holistic observation of the teacher, followed by a conference and one (1) formal focused observation of a teacher, at least (30) consecutive minutes each in duration, as well as at least two (2) classroom walkthroughs of at least five (5) consecutive minutes but no more than thirty (30) consecutive minutes and one (1) summative conference. The walk-through form/feedback shall be provided to the teacher no later than five (5) days after the walkthrough was conducted. The observations and/or walkthroughs shall occur on Monday – Friday, on a teacher contracted workday.

2. No staff observations will be conducted the first or last week of the school year or the day before or after a scheduled break of two (2) workdays or more on the school calendar.

3. A pre-observation conference shall occur for all teachers during the term of this agreement prior to the focused observation. The pre-observation conference before the holistic and/or third observations may be waived by mutual agreement of the teacher and evaluator. A post-observation conference shall be held after each observation within seven (7) workdays.

4. The final evaluation conference may be combined with or immediately follow the final formal observation post-conference if all necessary evidence has been reviewed by the evaluator.

5. The formal holistic observation shall be completed and signed by the teacher and evaluator by January 31.

6. The formal focused observation shall be completed and signed by the teacher and evaluator by May 1.

7. The final holistic rating form shall be completed with a paper copy provided to the teacher not later than May 10.

8. The teacher's signature shall not be construed as necessarily indicating agreement with the substance of the report. A signed and dated copy of the report will be furnished to the teacher immediately after signing. The teacher may electronically and/or physically attach a statement to any such report. If the teacher provides an electronic statement, he/she shall also provide notification to the Human Resources Office via email that a statement has been entered.

9. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to ORC 3319.11 (B), (C)(3), (D), or (E). The formal holistic observation and classroom walkthrough will be completed by January 31; the formal focused observation and walkthrough and any necessary third formal observation will be completed by May 1. For such limited or extended limited contract teachers, there shall be at least (15) workdays between formal observations. A third formal observation shall serve as notice to the teacher that his/her contract is in danger of being considered for nonrenewal unless otherwise advised by the administration.

10. The time limits appearing in this Section will be reasonably adjusted when unforeseen circumstances (for example, weather event cancelling school, an unanticipated absence of a teacher or evaluator) make strict compliance impractical.

11. Teachers whose Final Holistic Rating is determined to be "Skilled" on the most recent evaluation may be evaluated once every two (2) years, provided the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines that the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observation.

12. Teachers whose Final Holistic Rating is determined to be "Accomplished" on the most recent evaluation may be evaluated once every three (3) years, provided the teacher submits a self-directed Professional Growth Plan to the evaluator and the evaluator determines that the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations.

13. In any year that a teacher is not formally evaluated pursuant to this Article as a result of receiving a Final Holistic rating of accomplished or skilled on the teacher's most recent evaluation, an evaluator from the Board of Education's list of approved credentialed evaluators shall conduct at least

one observation of the teacher and hold at least one conference with the teacher.

I. Criteria for Performance Assessment

1. A teacher shall be evaluated based upon total job performance including the Ohio Educator Standards, the Ohio Teacher Evaluation Rubric including formal holistic and focused observations, walkthroughs, evidence, and observations of job performance throughout the year.

2. Formal observations shall be conducted openly. No performance information shall be recorded by audio and/or video devices without the consent of the teacher.

3. All results and conclusions of performance assessment must be supported by evidence.

4. A teacher's performance shall be assessed based on the criteria set forth in the Evaluation instrument, Appendix C to this agreement.

J. Observations

1. Schedule of Observations

a. Teachers who are fully evaluated will receive a minimum of two (2) formal observations.

b. A formal observation shall last at least thirty (30) consecutive minutes.

c. If an improvement plan is required, there shall be at least fifteen (15) workdays after the development of the plan before the next observations.

2. Observation Conference

a. A pre- and post-observation conference shall be implemented for the formal focused observation.

b. A pre-observation conference before the formal holistic observation and/or third formal observation may be waived upon mutual agreement of the teacher and the evaluator. Post observation conferences are required.

c. A pre-observation conference shall be conducted not more than five (5) workdays prior to the formal observation. The objective of the pre-observation conference is for the teacher to explain plans and objectives for the work situation to be observed as well as to afford the evaluator the opportunity to explain the evaluation process and expectations.

d. The post-observation conference shall be held within seven (7) workdays after each formal observation and may be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. The teacher shall be given access to an electronic copy of the rubric indicating what was observed within seven (7) workdays after each formal observation.

K. Walkthroughs

1. A classroom walkthrough is a:

a. Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;

b. Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;

c. Process for giving targeted evidenced-based feedback to teachers; and

d. Means for evaluators to visit classrooms more frequently and more purposefully.

2. Classroom walkthroughs, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance.

3. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teacher's summative performance rating: ineffective, developing, skilled or accomplished.

4. At least two (2) classroom walkthroughs shall be included in each evaluation with at least one walkthrough conducted prior to January 31.

5. Classroom walkthroughs are formative assessments that focus on one or more of the following:

a. Teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals;

b. Instructional time is used effectively;

c. Teacher combines collaborative and whole class learning opportunities;

d. Rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher are evident;

e. Lesson makes clear and coherent connections with student prior and future learning;

f. Teacher demonstrates content knowledge and uses content-specific language and strategies to engage students;

g. Communication strategies and questioning techniques check for understanding and encourage higher-level thinking;

h. Information is presented in multiple formats;

i. Routines, procedures and transitions are consistent, effective and maximize instructional time;

j. Feedback is substantive, specific, timely and supports student learning;

k. Teacher selects, develops and uses multiple assessments;

l. Teacher uses differentiated instructional strategies and resources for groups of students.

6. The teacher shall be provided written feedback when a walkthrough is to be included in a teacher's evaluation. The evaluator will provide the teacher with a completed form no later than five (5) workdays after the walkthrough to share observations.

7. A teacher may request an additional walkthrough and the evaluator shall grant such request provided that the timeline for the evaluation permits an additional walkthrough to be conducted.

L. High Quality Student Data (HQSD)

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

2. When utilizing vendor assessments all affected staff shall be trained on utilization of the assessment program.

3. HQSD will be considered attributable to a teacher when the student is:

   a. assigned to the teacher who has proper certification and/or licensure to teach the subject/grade level for which the student is enrolled, or

   b. the assigned teacher (e.g. intervention specialist, English Language Learner collaboration teacher, or academic intervention teacher) is responsible for a portion of the student's instructional time within a given subject/course.

4. HQSD shall be used as evidence in any domain of the teacher performance evaluation rubric, which include:

   a. Focus for Learning;

   b. Knowledge of Students;

   c. Lesson Delivery;

   d. Classroom Environment;

   e. Assessment of Student Learning;

   f. Professional Responsibilities.

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

6. If for any reason a teacher is personally not in agreement that a locally determined HQSD measure meets the required criteria in 9.02.C.10, the teacher may request an appeal in writing to the Evaluation Committee Co-Chairpersons. The Evaluation Committee Co-Chairpersons will present the appeal to the Evaluation Committee for review. A majority of the Evaluation Committee shall be required to affirm or deny if the locally determined HQSD measure meets the required criteria in 9.02.C.10. The teacher shall receive written notice of the Evaluation Committee's decision, which shall be final and shall not be subject to the grievance procedure.

M. Electronic Devices

1. Electronic devices may be used, with the knowledge of the teacher, by the evaluator for the purpose of assessing and improving a teacher's performance and effectiveness. No performance information shall be recorded by audio and/or video devices without the consent of the teacher.

N. Finalization of Evaluation

1. Written Report

No later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Completion of Evaluation Cycle

a. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies. The evaluator shall note the data used to support the conclusions reached in the evaluation written report, including pieces of evidence that illustrate specific practices in the identified focus area(s). The evaluation written report shall be signed by the evaluator and the teacher. The teacher's signature shall serve as acknowledgement that the evaluation written report will be placed in the teacher's personnel file.

3. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation written report and to have it attached to the evaluation written report to be placed in the teacher's personnel file. The teacher's evaluation response must be submitted to the Superintendent within ten (10) workdays of the evaluation conference. If the teacher provides an electronic statement, he/she shall also provide notification to the Human Resources Office via email that a statement has been entered.

O. Professional Development

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

a. Teachers with a Final Holistic Rating of Accomplished will submit a self-directed professional growth plan and may choose their credentialed evaluator for the evaluation by September 15 from the list of district-approved evaluators.

b. Teachers with a Final Holistic Rating of Skilled will jointly develop a professional growth plan with the evaluator and will have input on the selection of their credentialed evaluator for the evaluation by September 15 from the list of district-approved evaluators.

c. Teachers with a Final Holistic Rating of Developing will develop a professional growth plan that is guided by the assigned credentialed evaluator. The Superintendent/designee will assign the evaluator for the evaluation.

d. Teachers with a Final Holistic Rating of Ineffective will be placed on an improvement plan developed by the assigned credentialed evaluator.

2. Professional growth plans and improvement plans as required by the Ohio Teacher Evaluation System, for a school year shall be developed no later than September 15.

3. The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers.

4. The Board shall provide for the allocation of financial resources to support professional development.

5. Professional Growth Plans

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

i. Reflect the evidence available and focus on the most recent evaluation and observations.

ii. Be individualized to the needs of the teacher.

iii. Be clear and comprehensive.

iv. Align to the most recent evaluation results, and

v. Propose a sequence of appropriate activities leading to progress toward the goals.

b. The district should provide for professional development opportunities and support the teacher by providing resources.

c. Evaluators have the discretion to place any teacher on an improvement plan (as outlined in 9.02 O 6 c) at any time based on deficiencies in any individual component of the evaluation system. An improvement plan implemented on or after January 31 shall be continued for at least the following school year unless the teacher is deemed to have successfully completed the improvement plan, or the teacher is given notice of non-renewal.

i. When deficiencies are observed in a formal observation, the evaluator shall within five (5) workdays, hold a post observation conference with the teacher where deficiencies will be clearly identified as such and notice of the improvement plan will be given to the teacher.

ii. A teacher will receive a reasonable amount of time to remedy deficiencies; however, acute deficiencies (i.e., sudden gross negligence or an unexpected change in professional behavior and/or performance) that surface relatively late in the school year may result in contract non-renewal, and this provision is not intended to preclude the termination of an Employee's contract for cause in accordance with Section 3319.16 of the Ohio Revised Code.

6. Improvement Plans

a. A professional improvement plan, as defined in the Ohio Teacher Evaluation System, is a clearly articulated assistance program, intended to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the improvement plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

b. Teachers with a Final Holistic Rating of Ineffective will be placed on an improvement plan developed by the assigned credentialed evaluator no later than September 15 of the following school year.

c. The improvement plan will:

i. Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;

ii. List specific goals to improve performance. Indicate what will be measured for each goal.

iii. Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the improvement plan;

iv. Describe in detail specific supports that will be provided as well as opportunities for professional development needed to improve in the identifies area(s);

v. Describe the alignment to district and/or building improvement plans.

d. In such cases, a program of mentor assistance may be considered, and the teacher may consult with the Association President, as part of the improvement plan.

e. A teacher will receive a reasonable amount of time to remedy deficiencies; however, acute deficiencies (i.e., sudden gross negligence or an unexpected change in professional behavior and/or performance) that surface relatively late in the school year may result in contract non-renewal, and this provision is not intended to preclude the termination of a Teacher's contract for cause in accordance with Section 3319.16 of the Ohio Revised Code.

P. Due Process

1. A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

2. Decisions concerning retention, promotion and removal of poorly performing teachers, and reduction-in-force shall be based on holistic teacher ratings. Evaluations shall be considered comparable within the performance ratings of Accomplished, Skilled, Developing, and Ineffective.

3. Whenever there is a change in a teacher's teaching assignment (e.g., building, grade level and/or subject matter), high quality student data will not be considered in employment decisions for one year. Nothing in this subparagraph shall preclude the Board from counseling and/or directing

teachers regarding the results of high quality student data or complying with other provisions of this Paragraph.

Q. The content of the District's evaluation forms shall be consistent with the terms of this Section and Appendix C except for modifications applicable to:

1. Staff including but not limited to School Psychologist, Occupational Therapist, Speech Pathologist, Assistive Technology, Educational Technology, Library/Media, Gifted Intervention Specialist, School Nurse, Dean of Students, and ELL Coordinator will be uniform throughout the District as outlined in Section 9.04, Appendix C-1 and C-2.

2. School Counselors will use the Ohio School Counselor Evaluation System (OSCES) required by Ohio Revised Code 3319.113 and outlined in Section 9.03 and Appendix S.

3. The aforementioned modified forms will be uniform in each category.

4. This Paragraph, Appendix C, C-1, C-2, and S shall not apply to supplemental contracts.

9.03 Ohio School Counselor Evaluation System

A. Purpose

The purpose of the Ohio School Counselor Evaluation System (OSCES) is to:

1. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.

2. Establish goals and procedures for professional development.

3. Provide information for recommendations regarding contract status.

4. Assess a school counselor's work performance.

5. Inform instruction.

6. Assist school counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

B. Application

The school counselor evaluation procedure contained in this agreement applies to all school counselors employed by the Board of Education.

C. Evaluator Qualifications and Roles

The Board of Education shall adopt a list of approved credentialed evaluators. Each school counselor evaluation conducted under this policy shall be conducted by individuals who:

1. Are eligible to be an evaluator in accordance with the Ohio Department of Education guidelines;

2. Have completed evaluation training;

3. Hold a credential established by the Ohio Department of Education for being an evaluator.

   The process for selecting credentialed evaluators beyond the district (credentialed third-party evaluator) other than contracted services with the Educational Service Center of Central Ohio (ESCCO) shall be jointly developed by the Superintendent/designee and the Plain Local Education Association. No school counselor who is determined to be at risk of being non-renewed or who is on an Improvement Plan during a school year shall be evaluated by a credentialed third-party evaluator during that same school year.

   A school counselor whose work schedule involves travel between buildings will be evaluated by an evaluator from the school counselor's primary assigned building.

   Whenever possible one administrator shall be designated as the primary evaluator.

D. Criteria for School Counselor Evaluation

1. A school counselor's evaluation shall be based upon total job performance including the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric, Appendix S, including formal observations, walkthroughs, evidence, and observations of job performance throughout the year.

2. Formal observations shall be conducted openly. No performance information shall be recorded by audio and/or video devices without the consent of the school counselor.

3. All results and conclusions of a school counselor evaluation must be supported by evidence.

4. A school counselor's performance shall be assessed based on the criteria set forth in the Evaluation instrument, Appendix S to this agreement.

E. Evaluation Process

1. Not later than September 30 of each year, or in the case of a new school counselor, within twenty (20) days of the first day worked, each school counselor shall be notified in writing of the name and position of his or her evaluator, and any subsequent changes that are necessary due to unforeseen circumstances.

2. No school counselor shall be subject to more than one (1) evaluation cycle per school year.

3. The final summative evaluation shall be completed with a paper copy provided to the school counselor not later than the tenth (10^{th}) day of May.

4. If the Board has entered into a limited contract or extended limited contract with a school counselor pursuant to Section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a school counselor pursuant to division (B), (C)(3), (D), or (E) of that section. A third formal observation shall serve as notice to the school counselor that his/her contract is in danger of being considered for nonrenewal unless otherwise advised by the administration.

5. The Board of Education shall evaluate a school counselor receiving a rating of "Accomplished" every three (3) years so long as the metric of student outcomes is, for the most recent school year for which data is available, "Accomplished".

6. The Board of Education shall evaluate a school counselor receiving a rating of "Skilled" every two (2) years as long as the metric of student outcomes is, for the most recent school year for which data is available, "Skilled" or higher on the evaluation rubric.

7. In any year in which a school counselor will not have been formally evaluated, as a result of having previously received a rating of accomplished or skilled, the assigned evaluator shall conduct at least one (1) observation of the school counselor, and hold at least one (1) conference with the school counselor.

8. The District is not required to conduct an evaluation for any school counselor who:

   a. Was on leave for 50% or more of the school year; or

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

F. Informal Observations

1. An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations are formative assessments that focus on one (1) or more of the following components:

    a. Comprehensive School Counseling Program Plan

    b. Direct Services for Academic, Career and Social/Emotional Development

    c. Indirect Services: Partnerships and Referrals

    d. Evaluation and Data

    e. Leadership and Advocacy

    f. Professional Responsibility, Knowledge and Growth

2. The walkthrough shall be at least five (5) consecutive minutes, but not more than thirty (30) consecutive minutes in duration. The walkthrough must be of sufficient duration to allow the evaluator to assess the focus of the walkthrough. The observations and/or walkthroughs shall occur on Monday-Friday, on a school counselor contracted workday.

3. The school counselor shall be provided written feedback when a walkthrough is to be included in a school counselor's evaluation. The evaluator will provide the school counselor with a completed form no later than five (5) workdays after the walkthrough to share observations.

4. A school counselor may request an additional walkthrough and the evaluator shall grant such request provided that the timeline for the evaluation permits an additional walkthrough to be conducted.

5. At least two (2) informal observations shall be included in each evaluation cycle. At least one (1) informal observation will occur prior to January 31.

G. Formal Observations

1. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes.

    The first formal observation shall be completed and signed by the school counselor and evaluator by January 31.

The second formal observation shall be completed and signed by the school counselor and evaluator by May 1.

The final summative evaluation document shall be completed with a paper copy provided to the school counselor not later than May 10.

The time limits appearing in this Section will be reasonably adjusted when unforeseen circumstances (for example, weather event cancelling school, an unanticipated absence of a school counselor or evaluator) make strict compliance impractical.

2. If, after the second formal observation, a school counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. Any observations in excess of those enumerated in 1 above, shall occur more than fifteen (15) working days after the most recent formal observation.

3. If requested by the school counselor, each formal observation shall be preceded by a conference between the evaluator and the school counselor, no more than five (5) working days prior to the observation, in order for the school counselor to explain the plans and objectives for the work situation to be observed. A pre-observation conference before the second and/or third observations may be waived upon mutual agreement of the school counselor and evaluator.

4. A post-observation conference shall be held no more than seven (7) working days following the observation. The conference shall be used to inform the school counselor if observed practices are aligned with the expectations that are identified in the professional growth or improvement plan. The school counselor shall be given access to an electronic copy of the rubric indicating what was observed within seven (7) days after each formal observation.

5. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the school counselor evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the school counselor.

6. A school counselor may request a formal observation at any time in addition to those required by this procedure.

7. No school counselor observations will be conducted the first or last week of the school year or the day before or after a scheduled break of two (2) workdays or more on the school calendar.

H. Finalization of the Evaluation Cycle

1. Each evaluation will result in a final summative rating of "Accomplished", "Skilled", "Developing", or "Ineffective". The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the school counselor evaluated. The evaluator shall note the data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the school counselor to verify notification that the evaluation will be placed on file. The school counselor's signature should not be construed as evidence that the school counselor agrees with the contents of the evaluation report.

2. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the school counselor and a conference shall be held between the school counselor and the evaluator.

3. The final summative evaluation shall be an accurate reflection of all in-cycle informal and formal observations, professional growth or improvement plans, Metric(s) of Student Outcomes, and evidence provided by the school counselor.

4. Only as required by law, the Superintendent or his/her designee will, on behalf of the Board of Education submit to the Ohio Department of Education (ODE) the final summative rating of each school counselor.

5. The school counselor 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 school counselor's personnel file. A signed and dated copy of the report will be furnished to the school counselor immediately after signing. The school counselor may electronically and/or physically attach a statement to any such report. If the school counselor provides an electronic statement, he/she shall also provide notification to the Human Resources Office via email that a statement has been entered.

I. Professional Growth Plans

1. School counselors with a summative evaluation rating of Accomplished will independently develop a professional growth plan, for the next evaluation cycle as set forth in this agreement.

2. School counselors with a summative evaluation rating of Skilled or Developing shall develop a professional growth plan collaboratively with their credentialed evaluator for the next evaluation cycle as set forth in this agreement.

3. School counselors with a summative evaluation rating of Ineffective will be placed on an improvement plan developed by their assigned credentialed evaluator.

4. Professional growth plans for a school year shall be developed not later than September 15 of each school year and shall be one academic year in duration.

5. Professional growth plans shall describe the specific performance expectations, resources, and assistance available.

6. Evaluators have the discretion to place any school counselor on an Improvement Plan (outlined in 9.03 J) at any time based on deficiencies in any individual component of the evaluation system. An improvement plan implemented on or after January 31 shall be continued for a least the following school year unless the school counselor is deemed to have successfully completed the Improvement Plan, or the school counselor is given notice of non-renewal.

    a. When deficiencies are observed in a formal observation, the evaluator shall within five (5) workdays, hold a post observation conference with the school counselor where deficiencies will be clearly identified as such and notice of the improvement plan will be given to the school counselor.

    b. The school counselor will receive a reasonable amount of time to remedy deficiencies; however, acute deficiencies (i.e., sudden gross negligence or an unexpected change in professional behavior and/or performance) that surface relatively late in the school year may result in contract non-renewal, and this provision is not intended to preclude the termination of a school counselor's contract for cause in accordance with Section 3319.16 of the Ohio Revised Code.

J. Improvement Plans

1. A professional improvement plan is a clearly articulated assistance program solely used for a school counselor who has a final summative rating of "Ineffective" on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and develop the improvement plan with the school counselor as set forth in this agreement.

2. The professional improvement plan shall include:

    a. Specific measurable performance expectations related to the specific area(s) for improvement; and,

    b. The desired level of performance that is expected and a reasonable time period to correct deficiencies; and,

    c. A written plan for improvement that will be initiated immediately and includes resources and assistance available; and

d. Additional education or professional development needed to improve in the identified area(s); and

e. A method for gathering evidence of progress or lack of progress.

3. Improvement plans for the next school year shall be developed not later than September 15th of the following school year and shall be one (1) academic year in duration.

4. In such cases, a program of mentor assistance may be considered, and the school counselor may consult with the Association President, as part of the improvement plan.

5. A school counselor may have an Association representative, whose schedule permits, be present during the second observation conference. When the request is made, the conference shall not be delayed more than one (1) day due to the availability of the representative.

K. Due Process

1. School counselors who disagree with any informal or formal observation report and/or final summative evaluation rating shall be allowed to submit a written rebuttal within thirty (30) working days. This rebuttal will be attached to the summative evaluation report.

2. A school counselor shall be entitled to Union representation at any conference held during this procedure in which the school counselor will be advised of an impending adverse personnel action.

L. Professional Development

1. The Board shall provide for professional development to accelerate and continue counselor growth and provide support to poorly performing school counselors.

2. Annually, the Board shall provide training on the school counselor evaluation procedure for school counselors new to the district and shall include the tools, processes, and methodology used for the evaluation procedure.

3. School Counselors

a. Training on school counselor evaluation procedure will be provided prior to the implementation of the evaluation process.

b. Written instructions and evaluation instrument training shall be presented to the school counselors not later than twenty (20) days after the first day of the new

school year, or in the case of a new school counselor, not later than twenty (20) days after initial employment with the district.

M. Metrics of Student Outcomes

The Evaluation Committee established in this collective bargaining agreement may appoint a subcommittee to study the metrics of student outcomes used in the school counselor evaluation system. This subcommittee may provide recommendations related to the metrics of student outcomes for consideration by the Evaluation Committee.

9.04 Other Teacher Evaluation

A. This Section (9.04) pertains to those licensed/certificated employees who are not covered in Sections 9.02 or 9.03.

1. The purpose of evaluation of the teaching staff is for the improvement of their instructional skills which will lead to the improvement of teachers, instructional program, and educational opportunities for students.

2. Licensed/certificated employees who are not covered in Sections 9.02 or 9.03 shall be evaluated no later than May 1st, and the licensed/certificated employee being evaluated shall receive a conference and a written report on the results of this evaluation not later than May 10th. At least two (2) formal observations, of at least thirty (30) consecutive minutes, shall be conducted to support each evaluation. If the licensed/certificated employee does not meet or exceed district expectations, he or she will develop an improvement plan as outlined in Section 9.04 D with his or her evaluator.

3. Such evaluations shall be a combination of checklist and narrative form based upon observations and shall acknowledge the strengths of employees evaluated, as well as deficiencies, if any, and shall note all data used to support the conclusions made by the evaluator.

4. The evaluator shall take into consideration and note, in writing, any circumstances that may adversely affect a teacher's performance, such as class size, special learning disabilities of students, and/or physical facilities.

5. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. No performance information shall be recorded by audio and/or video devices without the consent of the employee. No employee shall be evaluated on his/her performance except after formal observation of the work of the employee by the supervisor charged with the responsibility of evaluating that employee; that observation shall be at least one (1) continuous class period for high school and middle school employees and thirty (30) continuous minutes for elementary school employees.

6. It is understood that the elements expressed in Appendix C-1 form the basis of the evaluation standards. The form in Appendix C-1 is the official evaluation form existing as of the time of entry into this Agreement. Positions identified will be evaluated using Appendices C-1 and C-2 including but not limited to: School Psychologist, Special Education Facilitator, Occupational Therapist, Speech Pathologist, Assistive Technology, Educational Technology, Library/Media, Gifted Intervention Specialist, School Nurse, Dean of Students, and ELL Coordinator.

7. The evaluator shall make a good faith effort to discuss the adopted application of the components and rubrics with each employee prior to said observation onset. It is understood in this latter regard that any such discussion may be in groups or individually.

8. Employee evaluations will not be conducted the first or last week of the school year or the day before or after a scheduled break of more than two (2) workdays in the school calendar.

9. The time limits appearing in this Section will be reasonably adjusted when unforeseen circumstances (for example, weather event canceling school, an unanticipated absence of an employee or evaluator) make strict compliance impractical.

10. A licensed/credentialed employee may have an Association representative, whose schedule permits, attend the second observation conference. When the request is made, the conference shall not be delayed more than one (1) school day due to the availability of the representative.

B. Evaluators have the discretion to place any employee on an improvement plan (as outlined in 9.04 D) at any time based on deficiencies in any individual component of the evaluation system. An improvement plan implemented on or after January 31 shall be continued for at least the following school year unless the employee is deemed to have successfully completed the improvement plan or the employee is given notice of non-renewal.

When deficiencies are observed in a formal observation, the evaluator shall within five (5) workdays, hold a post-observation conference with the employee where deficiencies will be clearly identified as such and notice of the improvement plan will be given to the employee.

1. An employee will receive a reasonable amount of time to remedy deficiencies; however, acute deficiencies (i.e. sudden gross negligence or an unexpected change in professional behavior and/or performance) that surface relatively late in the school year may result in contract non-renewal, and this provision is not intended to preclude the termination of an

Employee's contract for cause in accordance with Section 3319.16 of the Ohio Revised Code.

C. Employees who are absent when scheduled to be observed or evaluated may be so observed or evaluated within a reasonable time after their return even if that delays the observation or evaluation beyond the otherwise applicable time limits for same. Such reasonable time may be mutually determined conclusively by the Superintendent and the President of the Association.

D. Improvement Plan

1. The improvement plan is a clearly articulated assistance program Intended to identify specific deficiencies in performance and foster growth through professional development and target support. If the employee does not take corrective actions in the timeline specified in the improvement plan, the evaluator may recommend the employee be dismissed or continue working under the plan.

2. Employees who receive an overall ineffective rating will develop a professional improvement plan with their evaluator no later than September 15 of the following school year. The Superintendent/designee will assign the evaluator and the evaluator will approve the improvement plan. If at any time during the evaluation process deficiencies are identified, improvement plans will be developed as necessary.

3. Improvement plans with written goals and recommendations shall describe the specific performance expectations, resources and assistance available. The improvement plan shall:

   a. Relate to the employee's area(s) of growth as identified in the employee's evaluation;

   b. Be reflective of the data available;

   c. Identify resources and opportunities to assist the employee in enhancing skills, knowledge, and practice;

   d. Focus on increasing student learning and achievement.

4. In such cases, a program of mentor assistance may be considered and the employee may consult with the Association President, as part of the improvement plan.

5. An employee will receive a reasonable amount of time to remedy deficiencies; however, acute deficiencies (i.e. sudden gross negligence or an unexpected change in professional behavior and/or performance) that

surface relatively late in the school year may result in contract non-renewal, and this provision is not intended to preclude the termination of an employee's contract for cause in accordance with Section 3319.16 of the Ohio Revised Code.

E. Due Process

1. An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

2. Decisions concerning retention, promotion and removal of poorly performing employees, and reduction-in-force shall be based on summative evaluation ratings. Evaluations shall be considered comparable within the performance ratings of Accomplished, Skilled, Developing, and Ineffective.

9.05 Fair Treatment

If a bargaining unit member's contract is non-renewed, the reason(s) for such non-renewal will be submitted in writing to said unit member by the Superintendent on or before June 1 of any given year.

9.06 Application

This Article shall not apply to:

A. Supplemental contracts, in accordance with Ohio Revised Code Section 3319.11(I), shall automatically be non-renewed following the performance of the service authorized by the Board and without action or notification by the Board being required in connection with such nonrenewal.

B. Any limited contract of a teacher advised prior to employment that nonrenewal may occur because of the special nature of the assignment for which the staff member was employed except that all teachers shall be evaluated.

9.07 Supersession

This Article shall supersede and render inapplicable Ohio Revised Code Sections 3319.11(G), as now existing or hereafter amended.

9.08 Reduction in Force

A. Reduction in Force shall be defined as decreased enrollment of students, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the District, or financial reasons. When and if the Board determines it will be necessary to reduce the number of bargaining unit members, it will make a reasonable reduction in keeping with provisions of this Section. A reduction in force will not be made except for reasons set forth in Section 3319.17 of the Ohio Revised Code. No bargaining unit member's contract will be non-renewed for any of such reasons.

B. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation as follows:

1. The Board shall handle all staff reductions first through normal attrition;

2. Limited contract teachers shall be reduced by using the following order:

a. Area of Licensure/Certification

b. Competency as determined by formal evaluation

c. When evaluations are comparable, by lowest seniority in the School District.

3. Continuing contract teachers shall be suspended only after all limited contract teachers in the teaching field of assignment by using the following order:

a. Area of Licensure/Certification

b. Competency as determined by formal evaluation

c. When evaluations are comparable, by lowest seniority in the School District.

C. Seniority

1. Each member of the bargaining unit will be placed on a seniority list for each teaching field for which he/she is certified/licensed. Unit members employed under continuing contracts will be placed at the top of each list in descending order of seniority. Unit members employed under limited contracts will be placed on each list beneath those on continuing contracts in descending order of seniority. The Human Resources Department will post and electronically notify members on or before November 10th the availability of the seniority list. Bargaining unit members will inform the

Association and the District of any inaccuracies in the seniority list on or before December 15th. Inaccuracies shall be remedied not later than January 30th.

2. Seniority will be defined as the length of continuous employment as a member of the bargaining unit in this District.

   a. Time spent while on a Board approved leave or while on a RIF status will not interrupt seniority and will count toward seniority, but not for the purpose of salary schedule placement except if on an approved paid leave or if the unit member has worked one-hundred twenty (120) days prior to the effective date of the suspension.

   b. If two or more unit members have the same length of continuous employment, seniority will be determined by:

      (1) the date of the Board meeting at which the unit member was employed, and then by;

      (2) the date the unit member signed his/her initial employment contract in this district.

   c. In the event of a tie in seniority among staff members each of whom holds a limited contract or each of whom holds a continuing contract, such tie shall be broken (i) first by suspending the contract of a staff member who is on a part-time contract that has fewer tenths before suspending the contract of a staff member that either is part-time with greater tenths or is full-time and (ii) then by utilizing a computer-generated number randomizer with the member generating the higher(est) number gaining seniority. For this and other purposes of this Section, "part-time" shall mean any amount less than a full (i.e., 100%) contract status and shall be in descending tenths of a full-time contract (i.e., .9, .8, .7, etc.).

3. A unit member so affected may elect to displace another unit member if:

   a. He/she possesses a valid license/certificate in another area of licensure/certification other than the assigned area, and

   b. He/she has earned a comparable or higher evaluation rating, and

   c. He/she has higher seniority than the unit member he/she seeks to displace.

4. Unit members must be notified by the administration in writing on or before May 30 of the calendar year during which the suspension is to take place if the reason(s) for RIF are known on or prior to May 30. If the reason(s) for

RIF are not known until after May 30, the notification will be sent as soon as possible in keeping with the provisions of this Section.

5. Any such election must be made within two (2) workdays of the time the unit member is notified in writing that he/she will be affected.

D. The effective date of a suspension (RIF) will not take place during any contractual year after the one-hundred twentieth (120th) day of that contractual year. In such instances, the effective date of the suspension will be the first contractual day of the next contractual year. In all other instances, the effective date will be determined by the Board. An employee may not exercise the option of Sabbatical Leave in order to circumvent a reduction in force action affecting said employee.

E. The names of those bargaining unit members whose contracts are going to be suspended in a reduction in force will be placed on a recall list, provided that placement of limited contract members on such list shall last for no more than twenty-four (24) months starting with the effective date of the suspension.

1. No new certificated employee will be employed by the Board while there are unit members on the recall list who are certificated/licensed for the vacant position and hold a contract for the same or greater tenths of service.

2. Unit members on the recall list will be recalled in reverse order of layoff for vacancies in areas for which they are certificated/licensed, provided that (a) no limited contract employee may be recalled to a vacancy that is for a greater tenths of service than his/her suspended contract, (b) no employee shall be required to accept a recall to a vacancy that is for a lesser tenths of service than his/her suspended contract, and (c) an employee on limited or continuing contract who does accept a recall to a vacancy that is for a lesser tenths of service than his/her suspended contract shall remain eligible, during the twenty-four (24) month recall period applicable to limited contract teachers, to be recalled to a vacancy that is for a greater tenths of service (but no greater than the tenths of service of his/her suspended contract).

3. When, and if, a vacancy occurs outside of the contract year and after the date a unit member is notified that his/her contract is to be suspended, the Board will send an announcement by certified mail to the last known address of all unit members on the recall list who are certificated/licensed for the vacant position and hold a suspended contract that is for at least the same tenths of service. It is the unit member's responsibility to keep the Board's Treasurer informed of his/her current address. If a vacancy occurs during the contract year but after the date a unit member is notified that his/her contract is to be suspended, a Board designee will hand-deliver a vacancy announcement to all unit members on the recall list who are certificated/licensed for the vacant position and hold a suspended contract

that is for at least the same tenths of service. The member shall sign indicating he/she has received the vacancy notice. All affected unit members interested in the vacancy are required to respond in writing or in person to the district's administration/Board office within ten (10) calendar days of receipt of the Board's announcement. The affected unit member responding who has the highest placement on the seniority list for the certificate/license required for the vacancy will be assigned the vacant position effective immediately and will be removed from the recall list, subject to item 2(c) immediately above.

4. If a vacancy is not filled from the recall list by a unit member having at least the same tenths of service and to whom a notice is sent under item 3 immediately above, the Board will send an announcement by certified mail to the last known address of all unit members on the recall list who are certificated/licensed for the vacant position and who do not hold a suspended contract for at least the same percentage of service. The latter unit members may then apply for the position and shall be deemed to be covered by the provisions of Section 7.01 above in doing so.

5. Any unit member receiving a recall notice who does not accept the recall for that vacancy shall be removed from the recall list. This section shall not apply if the recall notice is received after July 10th and the unit member is under contract with another school district.

F. Unit members already on a recall list under provisions of the previous Master Contract will automatically be provided all rights of recall under provisions of this Section.

G. No later than fifteen (15) days prior to the Board taking action on a reduction in force, the Association President shall be given the District's seniority lists for each area of certification/license and a list of those unit members whose contracts are going to be recommended for suspension.

H. The administration will hand-deliver letters to unit members affected by a reduction in force explaining the circumstances of such reduction if notice is provided during the contract year. If notice is provided outside of the contract year, the administration will provide letters via certified mail for unit members affected by a reduction in force explaining the circumstances of such reduction.

I. The unit member on suspended limited or continuing contract will have the right to remain a member of any or all employee group insurance policies at the unit member's expense from the time the suspension of his/her contract takes effect to the end of the twenty-four (24) month recall period applicable to limited contract teachers, provided the full cost of the monthly premium(s) for such coverage(s) is remitted to the Board's Treasurer fifteen (15) days before the due date of the premium.

9.09 Job Share

The Board reserves the right to approve job sharing within the District. Any job sharing approved by the Board shall follow the Guidelines for Job Sharing as attached in Appendix D.

9.10 Individual Contracts

A. All bargaining unit members employed or re-employed by the Board shall be issued a written contract in accordance with the Ohio Revised Code. The effective date of re-employment contracts, either limited or continuing, shall be July 1 for the calendar year in which the contract is issued.

B. During the term of the contract the "Contract Status" can be altered only by mutual agreement of the Board and the bargaining unit member.

C. Except as provided in Section 9.07 and Appendix D (Job Share) or Section 5.07 (Unpaid Leave), the following procedures shall apply when a unit member voluntarily requests a temporary reduction of his/her individual contract:

1. The unit member shall provide, on the appropriate form, a request for a temporary reduction of his/her employment contract; and shall indicate that such request is voluntary.

2. A meeting shall occur with the administration, the PLEA President / designee, and the teacher concerning such request prior to action by the Board. Approval of any temporary reduction of an individual contract shall be within the discretion of the Board.

3. A teacher on a Board approved temporary reduced contract may request a return to the previously held status, and the Board shall grant such status, provided there is a vacancy for which the teacher is licensed/certificated and that the temporary reduced contract has been in place two (2) school years or less. This limitation shall not apply to a teacher on a temporary reduced contract due to a RIF/recall.

ARTICLE X COMPENSATION RIGHTS

10.01 Tutoring

A. Unit members will be paid $45.00 per hour for home instruction that has been approved by the Board[2] or for serving as tutors. This hourly rate shall increase each school year by the same percentage as Step BA/0 of the Teacher Salary Schedule.

B. Unit members shall be properly certified/licensed to teach the subject or subjects given in home instruction and otherwise qualified as set forth in the Ohio Revised Code.

10.02 Pay Periods

A. Members of the bargaining unit shall receive their total annual compensation under Section 10.10 below and its associated Appendices in twenty-four (24) equal payments, paid on the 10th and 25th of each month, provided that if a regular payroll falls on a day when the Administration Office is not open for customary operations, payment will be made on the next preceding day that the Administration Office is so open.

B. All of such payments for any bargaining unit member shall be made by direct deposit to a total of as many as three (3) separate accounts, which accounts shall be in one (1) or more financial institutions of the bargaining unit member's choosing, provided that each such financial institution so chosen by a bargaining unit member shall be a member of the federal reserve banking system. Bargaining unit members shall follow reasonable rules established by the Board's Treasurer to report account codes to be used for direct deposits, and pay for any bargaining unit member may be held by the Board for that member's benefit pending receipt of at least one such account code from that member. Absent unusual circumstances, the information for direct deposits of bargaining unit members' pay shall be provided by the Board's Treasurer to the designated transfer agent two (2) or more days in advance of the applicable payroll date. Notifications of the employee's deposit shall be made electronically.

C. Notice of payroll dates will be provided with the annual salary notice from the Treasurer's Office.

10.03 Severance Pay

A certified employee is eligible for lump sum severance pay in keeping with the following provisions:

[2] Home instruction that has been approved by the Board refers only to Board-designed and approved programs as outlined in Section 3323.12 of the Ohio Revised Code (Disabled and Home Bound) and does not refer to any other program.

A. Eligibility

1. A certified employee who has ten (10) or more years of Ohio service credit within the District and who is eligible for retirement benefits (either regular or disability) from STRS or from another state retirement system;

OR

2. The beneficiary of a certified employee who dies while an employee of the Board.

B. Benefit Calculation

The Board shall grant teaching employees who have completed at least ten (10) years of service within the District, upon retirement or death, payment for unused sick leave in an amount determined by multiplying the employee's daily rate of pay at retirement or death by one-fourth (1/4) of the employee's total accumulated unused sick leave to a maximum of one-fourth (1/4) of 300 days (maximum of 75 days)

C. General Provisions

1. Severance pay shall be made upon request and only once to any employee or employee's beneficiary.

2. A certified employee must request severance pay on a prescribed form within 120 days of becoming eligible and shall indicate on said form a preferred date of payment which shall not be longer than 365 days from the date of eligibility.

3. In order to be eligible for severance pay under these provisions, an employee must retire from the District or die while employed by the District.

4. All unit members so receiving the severance may request to have the money tax sheltered into a 403(b) and/or 457 account(s) provided through the District.

10.04 Mileage Remuneration

A. The Board will pay the IRS mileage reimbursement rate established for the year in which the expense was incurred to employees using private automobiles in the performance of their duties with the Board as assigned by the Superintendent or his/her designee.

B. Mileage due employees traveling within the District shall be paid when the specific circumstance is created by scheduling that requires exceptional demands for travel

between buildings. Mileage reimbursement will be paid to employees traveling between the ELC building and the other district buildings. Mileage for required travel between buildings shall be paid if employees submit the appropriate forms and paperwork to the Treasurer's office.

10.05 Fee Waivers, Tuition Reimbursement, and Provided Coursework

A. The Superintendent or his/her designee shall consult with the President of the Association or his/her designee in determining the equitable distribution of fee waivers. The Local Professional Development Committee shall have the responsibility of approving the distribution of fee waivers.

B. The Board shall allocate $60,000 each school year (a) to assist members of the bargaining unit in the coverage of a deficiency of fee waiver hours by paying tuition for coursework as approved by the Local Professional Development Committee and the Superintendent and (b) to pay the fees of instructors who provide coursework in the District's facilities or at other locations as designated by the Superintendent. The Superintendent and the PLEA President shall determine the ratio between (a) and (b), provided that their failure to agree for any school year shall mean that the ratio shall be an equal division.

10.06 Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio, and shall pay the full cost of the premiums for, group insurance with a $50,000 face value and an additional accidental death benefit in the same amount. Such insurance shall also provide a teacher the option to purchase at his/her own expense, subject to any additional requirements imposed by the carrier, additional base coverage up to the maximum of $50,000; the Board shall deduct the premium for said expense from the wages of a teacher who exercises such option and notifies the Board in writing of his election to have that deduction made provided that, once given, such authorization for deduction shall not be revoked for twelve (12) months.

10.07 Supplemental Salary and Schedule

A. Introduction

The operation of a supplemental duties program requires the use of supervisors (coaches, advisors, sponsors, etc.) for students participating in the various activities. Compensation for supervisors is for services rendered beyond instructional responsibilities and the contractual day. A supplemental contract shall be issued to the professional staff member supervising an approved supplemental duty.

This Contract may be terminated by mutual agreement of the parties, by retirement or resignation of the employee, and/or in accordance with Ohio laws. If any extracurricular season/activity is canceled during the school year as a result of events that cause the Board to cancel or reduce the length of the activity/season, including but not limited to, an act of God, pandemic, natural disaster, epidemic, quarantine restriction, declaration of emergency, state or federal law or order, or if the season is shortened or postponed by directive of the Ohio High School Athletic Association (OHSAA), the employee will be paid a prorated amount (minimum 20%) based on the percentage of the season or supplemental work completed at the time of the cancelation.

B. Supplemental Committee

1. A Supplemental Salary Committee shall be co-chaired by the Association and the Board and shall have three (3) representatives from the Association's Executive Board and three (3) representatives appointed by the Superintendent. The Committee shall meet not less than twice per year, once before December 1 and at least once before April 1 at a time determined by the co-chairs.

2. The Committee shall evaluate and make recommendations regarding continuation or modification of existing supplemental contract job descriptions, the need for new supplemental contract positions together with proposed job descriptions for such positions and the need for elimination of supplemental contract positions no longer necessary.

3. The Committee shall review and make recommendations regarding fair and equitable compensation of supplemental contract positions, including the relative placement of positions on the supplemental group list as well as the compensation to be paid supplemental contract positions. The Committee shall establish a rubric to determine levels of compensation which shall include, but not be limited to, time with students, time in completing activity-related tasks, responsibility and safety factors required by the activity or the position.[3] The current supplemental activity report form and supplemental rubric conversion table are attached as Appendices E and F.

4. The Committee shall also develop and recommend procedures for the feedback form of supplemental contract performance and recommend such evaluation procedures.

5. The Committee shall have no authority to alter or change the provisions of this Agreement, provided, however, that any new supplemental positions

[3] The position of Field Studies will be placed on the supplemental schedule as determined by the results of this rubric. Staff members involved in the associated trip would also have their direct costs for such trip (travel, etc.) paid if and as those costs are included within the students' fees for such trip.

created by the Board during the term of this Agreement will be subject to negotiations for a successor agreement.

C. Experience Factor

Upon satisfactory documentation of prior experience in a given supplemental area, a teacher may receive up to five (5) years credit on the supplemental index. Five (5) years of credit may only bring the teacher to Step 5 of the index. Such documentation must be provided to the Treasurer one month prior to the start of the supplemental duty.

D. Installments

1. All year-long supplemental contracts shall be paid either in i) equal installments pursuant to the procedures outlined in Section 10.02 or ii) two (2) equal installments, with the first installment to be paid at the last pay period in December and the second installment to be paid at the last pay period in June following the completion of the supplemental contract. The choice between the aforementioned options shall be solely that of the bargaining unit member. Said choice must be communicated to the Treasurer's Office contemporaneous with the bargaining unit member's communication of acceptance of the supplemental contract, provided that, if the member does not so communicate his/her choice at that time, option ii) shall be followed.

2. The Treasurer's office will be available to discuss with unit members options to address tax withholding for supplemental contracts. However, these discussions must be initiated by the member and occur at least three weeks prior to the payment of the supplemental contract. It is understood in this regard that the Treasurer's office shall not be providing tax advice to unit members and that unit members shall themselves bear all responsibility as to taxes and otherwise concerning decisions that they make concerning tax withholding for their supplemental contracts.

E. Splitting Supplemental Contracts

Supplemental contracts shall be posted as a full position. If members volunteer, supplemental contracts may be divided. The remuneration of each person holding part of a divided supplemental contract shall be calculated based on (1) the group of the supplemental contract, (2) the person's proportion of a full position, and (3) the person's experience level.

F. Job Descriptions

All applicants, prior to the acceptance of a supplemental position, shall be given a copy of the job description and the District feedback form for that position.

G. Supplemental Position Adjustments

Any person or group requesting a compensation group change or the addition of a new supplemental position shall send a written request to the Supplemental Committee for consideration before October 15th and March 15th. The Supplemental Salary Committee will then meet to consider said requests. Upon discussion of the requests and consideration of the job description, the supplemental activity form, and the supplemental rubric, the Committee will vote on the appropriate compensation level. Approved changes and additions voted upon by the Committee shall be submitted to the Superintendent and the PLEA President. Any adjustment to the placement of the supplemental positions shall be subject to Section 2.09.

H. Miscellaneous

1. All supplemental positions which shall be filled, effective for the following school year, shall be posted on or before May 1st of each school year.

2. Each elementary grade level team and building principal shall meet, reach consensus and report to the respective building PAC on or before March 30th of each school year as to which curriculum areas will be the responsibility of each grade level curriculum team leader for the following school year. Such designation of curriculum responsibilities shall be noted on the curriculum team leader postings for each grade level.

3. Should the Board determine not to fill both elementary grade level curriculum team leader positions at Group VII and instead posts for only one elementary grade level team leader position for the school year, then the posting for that grade level team leader position shall be at Group VI.

I. Supplemental Schedule

1. Teachers who perform co-curricular service shall receive remuneration based on the following salary schedule.

2. All supplementals shall be computed from the Supplemental Salary Schedule Index. To move from one step to another on Supplemental Salary Schedule Index past Step 5 shall require the completion of two (2) years of service for the supplemental activity involved.

3. Salaries shall be determined based upon the attached index, and the base salary effective for each year of this Agreement.

SUPPLEMENTAL SALARY SCHEDULE INDEX

	I	II	III	IV	V	VI	VII	VIII	IX
0	0.14168	0.12397	0.10626	0.08855	0.07084	0.05313	0.03542	0.01417	0.00708
1	0.15054	0.13283	0.11512	0.09741	0.07970	0.06199	0.04428	0.02125	0.01063
2	0.15939	0.14168	0.12397	0.10626	0.08855	0.07084	0.05313	0.02834	0.01417
3	0.16825	0.15054	0.13283	0.11512	0.09741	0.07970	0.06199	0.03542	0.02125
4	0.17710	0.15939	0.14168	0.12397	0.10626	0.08855	0.07084	0.04250	0.02834
5	0.18596	0.16825	0.15054	0.13283	0.11512	0.09741	0.07970	0.04959	0.03542
6.1	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.08855	0.05667	0.04250
6.2	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.08855	0.05667	0.04250
7.1	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.09741	0.06376	0.04959
7.2	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.09741	0.06376	0.04959
8.1	0.21252	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.07084	0.05667
8.2	0.21252	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.07084	0.05667
9.1	0.22138	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.07792	0.06376
9.2	0.22138	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.07792	0.06376
10	0.23023	0.21252	0.19481	0.17710	0.15939	0.14168	0.12397	0.08501	0.07084

2024-25 SUPPLEMENTAL SALARY SCHEDULE

	I	II	III	IV	V	VI	VII	VIII	IX
0	$6,674	$5,840	$5,006	$4,171	$3,337	$2,503	$1,669	$668	$334
1	$7,092	$6,257	$5,423	$4,589	$3,755	$2,920	$2,086	$1,001	$501
2	$7,509	$6,674	$5,840	$5,006	$4,171	$3,337	$2,503	$1,335	$668
3	$7,926	$7,092	$6,257	$5,423	$4,589	$3,755	$2,920	$1,669	$1,001
4	$8,343	$7,509	$6,674	$5,840	$5,006	$4,171	$3,337	$2,002	$1,335
5	$8,760	$7,926	$7,092	$6,257	$5,423	$4,589	$3,755	$2,336	$1,669
6.1	$9,177	$8,343	$7,509	$6,674	$5,840	$5,006	$4,171	$2,670	$2,002
6.2	$9,177	$8,343	$7,509	$6,674	$5,840	$5,006	$4,171	$2,670	$2,002
7.1	$9,594	$8,760	$7,926	$7,092	$6,257	$5,423	$4,589	$3,004	$2,336
7.2	$9,594	$8,760	$7,926	$7,092	$6,257	$5,423	$4,589	$3,004	$2,336
8.1	$10,011	$9,177	$8,343	$7,509	$6,674	$5,840	$5,006	$3,337	$2,670
8.2	$10,011	$9,177	$8,343	$7,509	$6,674	$5,840	$5,006	$3,337	$2,670
9.1	$10,429	$9,594	$8,760	$7,926	$7,092	$6,257	$5,423	$3,671	$3,004
9.2	$10,429	$9,594	$8,760	$7,926	$7,092	$6,257	$5,423	$3,671	$3,004
10	$10,846	$10,011	$9,177	$8,343	$7,509	$6,674	$5,840	$4,005	$3,337

Group X = $542

2025-26 SUPPLEMENTAL SALARY SCHEDULE

	I	II	III	IV	V	VI	VII	VIII	IX
0	$6,841	$5,986	$5,131	$4,276	$3,421	$2,565	$1,710	$684	$342
1	$7,269	$6,414	$5,559	$4,704	$3,848	$2,993	$2,138	$1,026	$513
2	$7,696	$6,841	$5,986	$5,131	$4,276	$3,421	$2,565	$1,368	$684
3	$8,124	$7,269	$6,414	$5,559	$4,704	$3,848	$2,993	$1,710	$1,026
4	$8,551	$7,696	$6,841	$5,986	$5,131	$4,276	$3,421	$2,052	$1,368
5	$8,979	$8,124	$7,269	$6,414	$5,559	$4,704	$3,848	$2,395	$1,710
6.1	$9,407	$8,551	$7,696	$6,841	$5,986	$5,131	$4,276	$2,736	$2,052
6.2	$9,407	$8,551	$7,696	$6,841	$5,986	$5,131	$4,276	$2,736	$2,052
7.1	$9,834	$8,979	$8,124	$7,269	$6,414	$5,559	$4,704	$3,079	$2,395
7.2	$9,834	$8,979	$8,124	$7,269	$6,414	$5,559	$4,704	$3,079	$2,395
8.1	$10,262	$9,407	$8,551	$7,696	$6,841	$5,986	$5,131	$3,421	$2,736
8.2	$10,262	$9,407	$8,551	$7,696	$6,841	$5,986	$5,131	$3,421	$2,736
9.1	$10,690	$9,834	$8,979	$8,124	$7,269	$6,414	$5,559	$3,762	$3,079
9.2	$10,690	$9,834	$8,979	$8,124	$7,269	$6,414	$5,559	$3,762	$3,079
10	$11,117	$10,262	$9,407	$8,551	$7,696	$6,841	$5,986	$4,105	$3,421

Group X = $556

2026-27 SUPPLEMENTAL SALARY SCHEDULE

	I	II	III	IV	V	VI	VII	VIII	IX
0	$7,012	$6,136	$5,259	$4,383	$3,506	$2,630	$1,753	$701	$350
1	$7,451	$6,574	$5,698	$4,821	$3,945	$3,068	$2,192	$1,052	$526
2	$7,889	$7,012	$6,136	$5,259	$4,383	$3,506	$2,630	$1,403	$701
3	$8,327	$7,451	$6,574	$5,698	$4,821	$3,945	$3,068	$1,753	$1,052
4	$8,765	$7,889	$7,011	$6,136	$5,259	$4,383	$3,506	$2,103	$1,403
5	$9,204	$8,327	$7,453	$6,574	$5,698	$4,821	$3,945	$2,454	$1,753
6.1	$9,642	$8,765	$7,885	$7,012	$6,136	$5,259	$4,383	$2,805	$2,103
6.2	$9,642	$8,765	$7,885	$7,012	$6,136	$5,259	$4,383	$2,805	$2,103
7.1	$10,080	$9,204	$8,327	$7,451	$6,574	$5,698	$4,821	$3,156	$2,454
7.2	$10,080	$9,204	$8,327	$7,451	$6,574	$5,698	$4,821	$3,156	$2,454
8.1	$10,518	$9,642	$8,761	$7,889	$7,012	$6,136	$5,259	$3,506	$2,805
8.2	$10,518	$9,642	$8,761	$7,889	$7,012	$6,136	$5,259	$3,506	$2,805
9.1	$10,957	$10,080	$9,209	$8,327	$7,451	$6,574	$5,698	$3,856	$3,156
9.2	$10,957	$10,080	$9,209	$8,327	$7,451	$6,574	$5,698	$3,856	$3,156
10	$11,395	$10,518	$9,647	$8,765	$7,889	$7,012	$6,136	$4,207	$3,506

Group X = $570

Supplemental Contract Groups

Group I
LPDC Licensure Facilitator

Group II
Faculty/Site Manager
Basketball Coach-HS - Head-B
Basketball Coach-HS - Head-G
Drama Director
Football Coach-HS –Head
Swim Coach-HS - Swim-B
Swim Coach-HS - Head-G
Wrestling Coach-HS - Head

Group III
Baseball Coach-HS-Head
Drama Club Advisor-ES
Field Hockey Coach-HS-Head-G
Grant Writer/Coordinator
Lacrosse Coach-HS-Head-B
Lacrosse Coach-HS-Head-G
Marching Band Director
Robotics Team Coordinator-HS
Soccer Coach-HS-Head-B
Soccer Coach-HS-Head-G
Softball Coach-HS-Head
Track Coach-HS-Head-B
Track Coach-HS-Head-G
Volleyball Coach-HS-Head-B
Volleyball Coach-HS-Head-G

Group IV
Baseball Coach-HS-Asst Varsity
Basketball Coach-HS-Asst Varsity-B
Basketball Coach-HS-Asst Varsity-G
Basketball Coach-HS-JV-B
Basketball Coach-HS-JV-G
Cheerleading Coach-HS-Competition
Cheerleading Coach-HS-Head-Fall
Cheerleading Coach-HS-Head-Winter
Cross Country Coach-HS-Head-B
Cross Country Coach-HS-Head-G
Drama Technical Director-HS
Football Coach-HS-Assistant
Football Coach-HS-JV
Golf Coach-HS-Head-B
Golf Coach-HS-Head-G
Lead Director Junior Musical-MS
Soccer Coach-HS-Asst Varsity-B
Soccer Coach-HS-Asst Varsity-G
Soccer Coach-HS-JV-B
Soccer Coach-HS-JV-G
Softball Coach-HS-Asst Varsity
Swim Coach-HS-Asst Varsity
Tennis Coach-HS-Head-B
Tennis Coach-HS-Head-G
Wrestling Coach-HS-Asst Varsity

Group V
Assistant Marching Band Director
Assistant Robotics Team Coordinator-HS
Baseball Coach-HS-9th
Baseball Coach-HS-JV
Basketball Coach-HS-Asst-B-9th
Basketball Coach-HS-Asst-G-9th
Cheerleading Coach-HS-JV-Fall
Cheerleading Coach-HS-JV-Winter
Cheerleading Coach-HS-9th-Fall
Cheerleading Coach-HS-9th-Winter
Cross Country Coach-HS-Asst
Diving Coach-HS
Drama Managing Director-HS
Drama Music Director-HS
Field Hockey Coach-HS-Asst Varsity
Field Hockey Coach-HS-JV
Football Coach-HS-Asst-9th
Football Coach-MS-Head-7th
Football Coach-MS-Head-8th
Golf Coach-HS-Asst-JV-B
Golf Coach-HS-Asst-JV-G
Internship Coordinator
Jazz Band-HS
Jazz Band-MS
Lacrosse Coach-HS-JV-B
Lacrosse Coach-HS-JV-G
Science Olympiad Coach-HS
Service Learning Coordinator
Softball Coach-HS-JV
Soccer Coach-HS-Asst-9th-B

Student Council Advisor-HS
Tennis Coach-HS-JV-B
Tennis Coach-HS-JV-G
Track Coach-HS-Asst-B
Track Coach-HS-Asst-G
Volleyball Coach- HS- 9th-B
Volleyball Coach-HS-9th-G
Volleyball Coach-HS-Asst Varsity
Volleyball Coach-HS-JV-B
Volleyball Coach-HS-JV-G
Wrestling Coach-HS-JV

Group VI
Baseball Coach-MS-7th
Baseball Coach-MS-8th
Basketball Coach-MS 8th-B
Basketball Coach-MS-7th-B
Basketball Coach-MS-7th-G
Basketball Coach-MS-8th-G
Cheerleading Coach-MS-7th-Fall
Cheerleading Coach-MS-7th-Winter
Cheerleading Coach-MS-8th-Fall
Cheerleading Coach-MS-8th-Winter
Credit Recovery Coordinator
Cross Country Coach-MS
Department Chair-Art-HS
Department Chair-Global Language-HS
Department Chair-Humanities-HS
Department Chair-Language Arts-HS
Department Chair-Math-HS
Department Chair-Music-HS
Department Chair-Science-HS
Department Chair-Social Studies-HS
Department Chair-SPED-HS
Department Chair-Technology-HS
Drama Advisor-HS
Educators Rising Chapter Advisor
Elementary Team Leaders
Elementary Team Leader-Specials
Fab Lab Coordinator
Field Studies
Flag Corps Advisor
Football Coach-MS-Asst-8th
Football Coach-MS-Asst-7th
Girl Up Advisor-HS
Global Scholars Diploma Coordinator
Golf Coach-MS-B
Golf Coach-MS-G
House Deans
Instructional Team Leader-12th
Instructional Team Leader-6th
Instructional Team Leader-7th
Instructional Team Leader-8th
Junior Class Advisor
Lacrosse Coach-MS-7th-Head-B
Lacrosse Coach-MS-8th-Head B
Lacrosse Coach-MS-7th-Head G
Lacrosse Coach-MS-8th-Head G
National Honor Society Advisor-HS
Pit Orchestra Director-HS
Power of the Pen Advisor-MS
Resident Educator Coordinator
Robotics Team Coordinator-MS
Science Olympiad Coach-MS
Small Learning Community Leader
SOAR Leadership Advisor-HS
Softball Coach-MS-7th
Softball Coach-MS-8th
Speech and Debate Advisor-HS
Speech and Debate Advisor-MS
Student Council Asst Advisor-HS
Swim Coach-MS-B
Swim Coach MS-G
Tennis Coach-MS-B
Tennis Coach-MS-G
Track Coach-MS
Volleyball Coach-MS-7th-G
Volleyball Coach-MS-8th-G
Volleyball Coach- MS-B
Wrestling Coach-MS-7th
Wrestling Coach-MS-8th
Yearbook Advisor-HS
Yearbook Coordinator-ES
Yearbook Coordinator-ELC

Group VII
Data Coach
Department Chair-Art-MS
Department Chair-Global Language-MS
Department Chair-Language Arts-MS
Department Chair-Math-MS
Department Chair-Music-MS
Department Chair-Reading-MS
Department Chair-Science-MS
Department Chair-Social Studies-MS
Department Chair-SPED-MS
Eagles Effort-ES
Eagles Nest News Network-ES

Eagles Nest News Network-ELC
Eagles Nest News Network-HS
Eagles Nest News Network-MS
Electric Rock Orchestra Advisor-HS
Elementary Curr. Team Leader-K (A)
Elementary Curr. Team Leader-K (B)
Elementary Curr. Team Leader-1st (A)
Elementary Curr. Team Leader-1st (B)
Elementary Curr. Team Leader-2nd (A)
Elementary Curr. Team Leader-2nd (B)
Elementary Curr. Team Leader-3rd (A)
Elementary Curr. Team Leader-3rd (B)
Elementary Curr. Team Leader-4th (A)
Elementary Curr. Team Leader-4th (B)
Elementary Curr. Team Leader-5th (A)
Elementary Curr. Team Leader-5th (B)
Elementary Curr. Team Leader-6th (A)
Elementary Curr. Team Leader-6th (B)
Global Education Coordinator
Intramural-MS
Jump Rope Club Advisor-ES
Junior Musical Asst-MS
Newsletter Coordinator
Newspaper Advisor-HS
Newspaper Advisor-MS
Ohio Model United Nations (OMUN)-MS
Senior Project Coordinator
Sources of Strength-HS
Sources of Strength-MS
Specialist Team Leader-ELC
Student Council Advisor-MS
Team Leader 7th Grade-MS
Team Leader 8th Grade-MS
Technology Coach
Trip Coordinator-8th
Yearbook Advisor-MS

Group VIII
5th Grade Choir
Bldg an Inclusive Campus Culture Facil
Department Chair-School Counseling-HS
Department Chair-Health/Wellness-MS
Diversity Performance Director
Fitness Coach-Fall
Fitness Coach-Spring
Fitness Coach-Summer
Fitness Coach-Winter
Instructional Team Leader-9th
Instructional Team Leader-10th
Instructional Team Leader-11th
In-the-Know Advisor-HS
Key Club Advisor-HS
Math Competition Coordinator-HS
Math Counts Coordinator-IS
Math Counts Coordinator-MS
National Junior Honor Society-MS
Ohio Model United Nations (OMUN)-HS
Peer Mediation
Pep Band Advisor
Running Club Advisor-ES
Senior Class Advisor
Ski Club-MS
Ski Club-HS

Group IX
Adventure Club
Chess Coach-HS
Creative Writing Magazine Advisor-HS
Diversity Assembly Assistant Director
Destination Imagination-ES
Environmental Science Program Mgr-HS
Freshman Class Advisor
Mock Trial Advisor-HS
Red Cross Club Advisor-HS
Sophomore Class Advisor
Student Council Advisor-ES
Trip Coordinator-6th
Trip Coordinator-7th
Youth-to-Youth Advisor

Group X
Art Show Coordinator
Duty Monitor
Music Show Coordinator
Ohio Math League Coach-MS

10.09 Hospital, Medical Surgical, Major Medical, Dental, and Vision Insurance

A. The Board shall pay the following toward the cost of individual and family hospital, medical, surgical, and major medical insurance for members of the bargaining unit who work fifty percent (50%) or more of a full-time schedule:

Single Coverage	80%
Family Coverage	80%

B. The hospital, medical, surgical, and major medical coverage to be provided shall not be less than benefits contained in Appendix G. The choice of carrier shall be made by the Board. Through the work of the Joint Insurance Committee, the parties will annually construct benefit packages that meet the needs of employees and work to reduce the rate of growth as much as possible. The parties agree that if any changes are proposed in the Insurance benefits, those changes must be mutually agreed upon by the parties.

C. Employees shall be provided the opportunity to enroll in a high-deductible health plan with associated health savings account (HSA).

1. For members electing to enroll in HSA Plan 1, the Board shall deposit five hundred dollars ($500) to the HSA account of a member enrolled in the single coverage plan annually on or before January 10th. For members electing to enroll in HSA Plan 1, the Board shall deposit one thousand three hundred dollars ($1,300) to the HSA account of a member enrolled in the family coverage plan annually on or before January 10th. This section shall be effective for the duration of this collective bargaining agreement.

2. For members electing to enroll in HSA Plan 2, the Board shall deposit one thousand dollars ($1,000) to the HSA account of a member enrolled in the single coverage plan annually on or before January 10th. For members electing to enroll in HSA Plan 2, the Board shall deposit two thousand five-hundred dollars ($2,500) to the HSA account of a member enrolled in the family coverage plan annually on or before January 10th. This section shall be effective for the duration of this collective bargaining agreement.

3. Bargaining unit members electing not to enroll in District-sponsored hospital, medical, surgical, major medical insurance, and prescription coverage shall receive an annual opt-out payment of one thousand dollars ($1,000) payable into a Flexible Spending Account annually on or before January 10th during the year the member opts-out. Should the member experience a qualifying event and enroll in District-sponsored hospital, medical, surgical and major medical insurance, the member shall be required to pay back a pro-rated amount of the opt-out payment calculated by taking the one thousand dollars ($1,000) and dividing it by the number 12 and then multiplying by the number of months the employee will be enrolled in the District-sponsored hospital, medical, surgical and major medical insurance that calendar year. This section shall be effective for the duration of this collective bargaining agreement.

D. The Board and the Association further agree that the Board shall pay the following toward the cost of individual and family dental insurance for members of the bargaining unit who work fifty percent (50%) or more of a full-time schedule:

Single Coverage	100%
Family Coverage	$70/month

E. The dental coverage to be provided shall not be less than benefits currently provided (attached as Appendix H). The choice of carrier shall be made by the Board.

F. The Board and the Association further agree that the Board shall make available a group vision plan. The full cost of the premium for the vision insurance will be paid by the members of the bargaining unit who take the plan. The vision coverage to be provided shall not be less than benefits currently provided (attached as Appendix I). The choice of carrier shall be made by the Board.

G. There shall be an insurance committee that shall consist of three (3) members appointed by the Superintendent (who shall designate the chair), two (2) members appointed by the President of the Association, and one (1) member appointed by the President of Local 303 of OAPSE/AFSCME Local 4 ("OAPSE"). Any party may bring an observer upon notification to the other parties. The terms of the appointees shall be for the length established by the party appointing them. The committee shall establish its own operating guidelines. The committee shall meet at least quarterly and in advance of any insurance contract rollover/renewal. The chair may call other meetings as necessary. The insurance committee may utilize the services of an independent third-party consultant recommended by the committee and acceptable to the Board. The committee's responsibilities shall include monitoring insurance costs and reviewing and recommending modification of benefits, provided that no such modification shall take effect if contrary to the express provisions of this Agreement except pursuant to Section 2.26 above.

H. The Board shall provide, to the extent available under Section 125 of the IRS Code, for the payment of unit members' insurance premium contributions on a pre-tax basis, and other contributions if agreed to by the Board and the Association. The Board shall further make available to members of the bargaining unit, to the extent available under said Section 125, a medical flexible spending account and dependent care flexible spending account, with a plan year of January 1 through December 31, subject in all regards to any grace period as permitted consistent with IRS Notice 2013-71 so long as such Notice remains legally valid.

10.10 Teachers' Salary and Schedule

A. Salaries shall be determined based upon the index in Appendix J.

B. For the 2024-2025 contractual year, the base salary shall be $47,108.

For the 2025-2026 contractual year, the base salary shall be $48,286.

For the 2026-2027 contractual year, the base salary shall be $49,493.

C. A bargaining unit member not receiving a vertical step increase shall receive a stipend of five hundred dollars ($500) paid on the first pay in November. This section shall be effective for the duration of this collective bargaining agreement.

D. A bargaining unit member who holds a PhD or an EdD shall receive a stipend of seven hundred fifty dollars ($750) in addition to his/her salary placement on the salary schedule as indicated below:

1. On said salary schedule, the headings are defined as follows:

B.A.	Bargaining unit members who hold a Bachelor's Degree
B.A.+10	Bargaining unit members who hold a Bachelor's Degree and have earned 10 semester hours (15 quarter hours) after earning their Bachelor's Degree
B.A.+20	Bargaining unit members who hold a Bachelor's Degree and have earned 20 semester hours (30 quarter hours) after earning their Bachelor's Degree
M.A.	Bargaining unit members who hold a Master's Degree
M.A.+10	Bargaining unit members who hold a Master's Degree and have earned 10 semester hours (15 quarter hours) after earning their Master's Degree
M.A.+20	Bargaining unit members who hold a Master's Degree and have earned 20 semester hours (30 quarter hours) after earning their Master's Degree
M.A.+30	Bargaining unit members who hold a Master's Degree and have earned 30 semester hours (45 quarter hours credit) after earning their Master's Degree
M.A.+40	Bargaining unit members who hold a Master's Degree and have earned 40 semester hours (60

quarter hours credit) after earning their Master's Degree

Ph.D. Bargaining unit members who hold a Ph.D. or D.Ed.

Years of Experience As defined and recognized in Chapter 3317 of the Ohio Revised Code for initial placement for new unit members effective July 1, 2017, and after.

2. A bargaining unit member who wishes to be placed on a higher salary column must submit to the Treasurer's office (a) documentation showing entitlement to such a placement and (b) a signed application expressly requesting such a placement and identifying the column sought. Requests for placement on a higher salary column must be submitted by February 15 or September 15 of each year. A bargaining unit member shall be entitled under this Agreement to be placed on a higher salary column effective as of the date on which such a complete submission is made.

3. A newly hired teacher in the district shall have worked as a substitute teacher for a minimum of one hundred twenty (120) days during one school year in one school district in order to be credited with one year of service credit. Days of substitute teaching in multiple school districts may not be combined to earn a year of service credit for salary schedule placement.

4. The Board will provide an academic achievement stipend of one thousand dollars ~~(~~$1,000) for each bargaining unit member based upon targets to be selected by the Board. The targets shall be substantial, specific, objective, and numerical measures of improved student academic achievement year over year for each year of the Agreement. PLEA may provide input on the targets. The Board shall provide notice to unit members of its targets annually on or before September 30th.

5. A joint committee shall be established to study alternative compensation models.

10.11 Summer School Courses

A. A teacher who teaches a summer school course that is part of the District's graded course of study and that is approved by the Superintendent shall be paid an hourly rate of $45.00 per hour. This hourly rate shall increase each school year by the same percentage as step BA/0 of the Teacher Salary Schedule~~.~~

10.12 Committee Work

A. Teachers who participate in committee work that clearly extends beyond the instructional responsibility of a staff member, upon approval of the Superintendent or designee, shall be eligible for a stipend (paid at $25.00 per hour) that will be

determined according to the guidelines set forth in this framework. The criteria for establishing the eligibility of a committee for compensation are as follows:

1. The committee goals and objectives are addressed in the district Continuous Improvement Plan.

2. The scope of the committee work addresses a building (elementary, middle, or high) need or departmental (math, science, etc.) need.

3. The major committee work is addressed outside of the school day.

4. The committee planning time involves a minimum of 20 hours.

5. The committee produces a significant product, such as a grant proposal, a report or a planning document.

B. Each committee will have a maximum of six members eligible for compensation, including a committee chairperson. The committee, under the leadership of the chairperson, will create a work plan to establish the committee objectives, with the activities, as well as the committee members responsible for each activity, clearly delineated. The committee chairperson is responsible for monitoring the progress of the committee, changing membership in the committee as appropriate, establishing procedures for keeping minutes of committee meetings, and reporting committee progress. Failure to fulfill individual responsibility for committee membership, including attendance at committee meetings, will forfeit eligibility for compensation.

C. The evaluation component for the committee work will be a written product. The standard for the quality of the product will be established through a written rubric generated by the committee as part of the planning process. Establishment of this rubric will help articulate the objectives of the committee. Upon project completion, the committee chairperson will submit the written product and documentation that the product meets the established standards.

D. All committees will be monitored by the administrator who has responsibility for the goal stated in the Continuous Improvement Plan. Additional monitoring may be provided by team leaders or department chairpersons.

10.13 Teacher Professional Organization

A. Upon written notification by the Association President, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Plain Local Education Association or any organization with which it is affiliated. The request shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work. The Association shall reimburse the Board for the amount of the supplemental contract(s) and the retirement contributions paid on behalf of the employee(s) at the times any such payments are made.

B. To comply with STRS rules, the employer and employee STRS contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary by a number of days determined by subtracting from 250 the number of days of service full-time teachers are required to work under a standard teaching contract, as set forth in Article 8.05.

C. If the foregoing provisions are amended by subsequent changes to Ohio Administrative Code section 3307-6-01, then such changes shall be addressed as provided in Article II of this Agreement.

10.14 National Board Certification

A. The Board shall pay a one-time stipend in the gross amount of $500.00 to each teacher who has obtained a teaching certificate or license issued by the National Board for Professional Teaching Standards (a NBPTS certificate).

Any compensation created for Master Teachers during the term of this Contract shall replace the above amount and be paid in accordance with the guidelines of the Master Teacher Program.

B. The Board shall pay a one-time stipend in the amount of $500.00 to a bargaining unit member who possesses, or obtains, one (1) of the certifications listed below. A bargaining unit member may receive only one (1) of the below stipends once during the member’s employment with the Board.

1. Speech Language Pathologists with Certification from the American Speech Language, and Hearing Association (ASHA);

2. Occupational Therapists with certification from the National Board for Certification in Occupational Therapy (NBCOT);

3. Physical Therapists with certification from the Federation of State Boards of Physical Therapy (FSBPT);

4. School Psychologists with certification from the National Association of School Psychologists (NASP);

5. School Nurses with certification from the National Board for Certification of School Nurses (NBCSN);

6. Behavior Analysts with certification from the Behavior Analyst Certification Board (BACB); and

7. Orton Gillingham Certification Stipend

a. Teachers who are Orton Gillingham Accredited Associate Teachers.
b. Teachers who are Orton Gillingham Accredited Certified Teachers.
c. Teachers who are Orton Gillingham Accredited Fellow Teachers.

To receive payment in accordance with this provision, a teacher must have filed a copy of his/her certificate/credential in the office of the Treasurer. Stipends due hereunder shall be paid within a reasonable time following such filing.

10.15 Attendance for Teachers' Children

A. Bargaining unit members employed by the Board on or before June 1, 2008 who lived outside of the New Albany-Plain Local School District on June 30, 2008, have the right to have their child/children attend New Albany-Plain Local Schools and complete their Pre-K through 12 education tuition-free under the following conditions:

1. Bargaining unit members must remain employees of the District to continue to enjoy this benefit; and,

2. The bargaining unit member must have and maintain legal custody of the child/children and be the resident custodial parent of the child/children; and,

3. The child/children is/are not transferring into the District from a non-District 1-12 educational program (i.e., the child/children must begin and continue uninterrupted their education in the New Albany-Plain Local School District, whether beginning in K or 1st grade); and

4. This benefit does not apply to any bargaining unit member who lived within the District when their child/children began school and who subsequently move out of the District; and

5. The right to attend pre-school is subject to the District having openings available after all District residents' requests have been satisfied and then bargaining unit members living outside the District may apply for any open seat(s) under the current guidelines.

6. The right to attend a tuition-based all-day kindergarten program is subject to the same provisions (e.g., enrollment lottery and tuition payments) as those established for residents of the District.

The parties agree that the Board has no obligation to provide transportation to bargaining unit members' children who live outside the District.

10.16 403(b) Plan Committee

A. There shall be a 403(b) Plan Committee that shall consist of three (3) members appointed by the Superintendent (who shall designate the chair), two (2) members appointed by the President of the Association, and one (1) member appointed by the President of Local 303 of OAPSE/AFSCME Local 4 ("OAPSE"), provided that, unless and until OAPSE agrees to participate on said committee, the Superintendent shall instead appoint only two (2) rather than three (3) members. Any party may bring an observer upon notification to the other parties. The terms of the appointees shall be for the length established by the party appointing them. The committee shall establish its own operating guidelines. The committee shall meet at least annually and in advance of any 403(b) Third Party Administrator contract rollover/renewal. The chair may call other meetings as necessary. The 403(b) Plan Committee may utilize the services of an independent third-party consultant recommended by the committee and acceptable to the Board.

B. The Board shall make available to members of the bargaining unit a Roth 403(b).

10.17 Payment for Record Checks

To assist in comporting with the provisions of Ohio Revised Code Section 3319.291 as now in effect or hereafter amended, the Board will bear the cost of one (1) BCII and FBI record check every five (5) years for each professional staff member who is in the bargaining unit at the time that the record check is requested pursuant to such section.

10.18 Curriculum Work

Voluntary curriculum work performed by bargaining unit members outside of the contractual workday and/or work year shall be paid as a stipend of $225 per day ($30.00 per hour per 7.5-hour day).

ARTICLE XI LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

11.01 Purpose

There shall be a Local Professional Development Committee ("LPDC") established within the New Albany - Plain Local School District to recommend policy, to establish procedures, and to review and approve Individual Professional Development Plans ("IPDPs") for certification/licensure and for renewal for certificated/licensed staff.

11.02 Structure of the Committee

A. The committee shall be composed for teacher issues of six (6) members of the bargaining unit appointed by the PLEA President, and three administrative members appointed by the Superintendent.

B. The committee shall be composed for administrator issues of two (2) bargaining unit members, appointed by the PLEA President and three administrative members appointed by the Superintendent.

C. Vacancies shall be filled by the appointment of the Association President and the Superintendent, respectively.

D. The LPDC shall be co-chaired by the Association President/designee and Superintendent/Designee.

E. The LPDC will have an LPDC Licensure Facilitator, who will report to the Superintendent/Designee, and will be paid on a supplemental contract.

F. The co-chairs' term of office shall be July 1 through June 30.

11.03 Meetings

The LPDC shall meet monthly during the school year at a regularly scheduled day and time. The committee co-chairs may determine to hold additional meetings on an as needed basis.

11.04 Bylaws of the LPDC

The LPDC shall adopt bylaws by a majority vote of all of its members to govern its operations. Such bylaws shall include the basis for a quorum; how decisions will be made; procedures for the IPDP process; how, if necessary, a member may be removed from the committee; and the procedure(s) for appeal of a decision of the LPDC.

11.05 Training

A. The LPDC members shall be given the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.

B. If training is available during the workday, committee members shall be given paid release time by the Board to attend.

11.06 Compensation

A. Each LPDC member shall receive a stipend of $32.00 per hour.

B. The Licensure Facilitator shall be paid on Group 1 of the supplemental salary scale in Article 10.

11.07 Master Contract Compatibility/Board Policy

A. Decisions of the LPDC and determinations on appeals therefrom shall not be subject to the grievance procedure.

B. The committee shall have no authority to supersede any section of the Master Contract between the New Albany - Plain Local Board of Education and the Plain Local Education Association, or to supersede Board policy.

ARTICLE XII RESIDENT EDUCATOR AND MENTOR PROGRAM

12.01 General Provisions

A. There shall be a Resident Educator and Mentoring Program adopted by the Board and the Association, which shall be called the Resident Educator (RE) and Mentor Program (MP).

B. All Resident Educators and experienced teachers in their first year of employment with the District shall participate in the RE/MP as directed by Ohio Department of Education (ODE) guidelines, the Ohio Resident Educator (RE) Program, the Ohio Resident Educator Program Standards, the Ohio Standards for the Teaching Profession, the Teacher Professional Code of Conduct and all other applicable laws. The purpose of the Resident Educator Program shall be to provide a program of mentoring and formative and summative assessments with ongoing, positive formal support that is critical to promote professional growth in beginning teachers.

12.02 RE/MP Committee Structure

A. The RE/MP Committee ("Committee") shall consist of the Chairperson of the Local Professional Development Committee (LPDC), building level Resident Educator program coordinators, with three (3) appointed by the Association President as voting members. The Administration appointees shall be the Assistant Superintendent and two (2) District leadership team members having three (3) votes, appointed by the Superintendent.

B. A quorum of the Committee shall consist of not less than four (4) members. The Committee shall be co-chaired by a building level coordinator and the Assistant Superintendent.

C. The Committee shall determine when and where it shall meet and the number of meetings necessary to fulfill its purpose. The Committee shall meet each school year to organize the RE/MP for each school year and to assess the progress of the RE/MP and to assess the performance of the program at the conclusion of each school year.

D. The Committee shall operate in accordance with the Ohio Department of Education guidelines, the Ohio Resident Educator Program, the Ohio Resident Educator Program Standards, and the Ohio Standards for the Teaching Profession and all other applicable laws.

E. The Committee may determine additional training requirements (1) for Committee members necessary to establish and maintain an effective RE/MP and (2) for all mentors. The Committee shall ensure the program effectiveness by identifying and recommending sufficient fiscal and human resources to the Superintendent,

coordinate with the Local Professional Development Committee and the Directors of Elementary and Secondary Education to establish staff development, provide necessary release time for such training during the contractual year and pay for any cost involved in such training, building capacity in RE program coordinators and mentors, and involving stakeholders in collaborative planning and advocacy. The Committee shall regularly engage in a systematic cycle of planning, training, implementing, evaluating and revising the Resident Educator Program and policies. Whenever possible, the Committee may embed goal setting, monitoring, and evaluation within the District plan.

F. The Committee may recommend additional criteria beyond the Mentor Standards for the Ohio RE program to be used for the selection of a bargaining unit member to serve as a mentor, provided that it is agreed that included in such criteria, when implemented, shall be a requirement that a bargaining unit member has been employed in the District for a minimum of five (5) years. The building level RE coordinator and building principal shall work together to select and assign mentor(s) for their respective buildings with due consideration being given to teachers who volunteer to be a mentor using a well-defined criterion consistent with the mentor's assigned responsibilities and an open process that involves a variety of stakeholders. Mentors are selected based on demonstrated knowledge, experience and qualities that are consistent with the Mentor Standards for the Ohio RE program.

G. Participation as a mentor shall be a voluntary commitment for a four-year period.

H. A mentor may resign in the case of an identified personal emergency that would require the mentor's withdrawal from the program or be re-assigned in a timely manner in the case of a mentor/RE relationship that has been deemed, by mutual agreement of the mentor and the RE, to be unworkable.

12.03 Release Time

A. Teachers in the RE/MP shall be provided coordinated release time with his/her mentors. This release time shall be provided for RE professional development that is ongoing throughout the residency and is tailored to support the needs of REs; emphasize the importance of and provide support for the collegial and confidential relationship between mentor and REs; develop trusting, reflective and professional relationship; support REs through the use of formative assessment data to differentiate and individualize professional development, and engage in regular and ongoing communications designed to improve teacher practice. The Mentor/RE shall be provided one (1) day during new teacher orientation uninterrupted per year, which can be taken as one (1) full day or two (2) half days. Upon approval of the building principal, more release time may be granted.

B. Full–release mentors may mentor multiple REs with the guidelines being established by the RE/MP Committee and contractual agreement with the Association. Full-time classroom mentors will only be assigned to one (1) RE per school year unless the Committee waives this provision with the Association President and Superintendent's approval of the waiver.

12.04 Compensation

A. Mentors' compensation will be $1,000.

12.05 Contractual Evaluation

A. The mentoring process is not an evaluative process for the purpose of employment, but an evaluative process for the purpose of personal growth and eventual professional licensure. All interactions between the RE and mentor shall be confidential. Formative assessments occurring in mentoring shall not become part of a RE's evaluation conducted by the site administrator.

B. The RE/MP shall not replace the District's evaluation process. Evaluation of all new teachers to the District shall be conducted in accordance with the District's evaluation procedure.

C. Building Level RE Coordinators or Mentors shall not participate in any formal or informal evaluations of REs outside the RE/MP, nor shall they make any recommendation regarding the employment of an entry year teacher.

ARTICLE XIII EMPLOYMENT OF PREVIOUSLY RETIRED PROFESSIONAL STAFF MEMBERS

Notwithstanding anything otherwise to the contrary in this Contract:

A. Participation in the Board's Mentoring Program by a professional staff member who has previously retired from being employed by this or another district and taken service retirement under an applicable state retirement system (known hereunder as a previously retired teacher or "PRT") shall be at the discretion of the Board.

B. PRTs shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without any notice of non-renewal.

C. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.

D. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall.

E. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.

F. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance or sick leave buyout pay upon separation from employment.

G. PRTs shall not be eligible to participate in the Board's insurance program offered to professional staff members under Section 10.09 above unless they are ineligible

to participate in the applicable retirement system insurance program for health insurance. If PRTs are ineligible for the applicable retirement system insurance program for health insurance, they then may participate in the Board's insurance program offered to professional staff members under Section 10.09 above, but only at their own expense.

H. Prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired.

I. PRTs shall be entitled to all other benefits available to bargaining unit members under this Agreement that are not otherwise limited expressly or impliedly by the provisions of this section.

J. The parties intend for the provisions of this section to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. This shall include, but not be limited to, Ohio Revised Code Sections 124.39(B), 3319.11, 3319.111, and 3319.17.

ARTICLE XIV BUILDING SUBSTITUTES

A. Building substitutes shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without requirement for any performance evaluation and without any notice of non-renewal.

B. Building substitutes may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.

C. For purposes of Reduction in Force, building substitutes shall not accrue seniority and shall have no right of recall.

D. A building substitute employed in accordance with Article XIV shall be paid a minimum of $35,000 for a full contractual work year. Any salary increase for a subsequent school year shall be by the same percentage as the Teacher Salary Schedule increase for that year at step BA/0. Building substitutes shall also be eligible for a $750.00 stipend upon completion of their 80th day of service in the District in a school year.

E. Building substitutes shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance or sick leave buyout pay upon separation from employment.

F. The building substitute shall be employed for 186 days.

G. Assignments for the workday shall be provided to building substitutes by the building principal. The building will assign the building substitute to another area of need when there are no bargaining unit member absences on a particular day.

H. Building substitutes shall provide assistance to day-to-day substitutes in procedures and answer questions.

I. Should any long-term substituting position (i.e. a substituting assignment due to a long term leave of absence by a bargaining unit member) become available it shall be under a separate contract. Building substitutes shall be considered, if they apply, for such position.

J. Building substitutes shall be entitled to the following benefits/provisions under this Agreement:

Article 5 (Leave Provisions) Sections 5.02 (Sick Leave), 5.05 (Personal Leave), 5.09 (Short Term Leave), and 5.10 (Family and Medical Leave Act); and,
Article 7 (Teacher Rights) except Sections 7.06 (Teachers of Singleton or Special Elective Classes); and,
Article 8 (Employment Rights), except Sections 8.05 (Length of School Year and Length of Calendar), 8.06 (New Teacher Orientation), 8.11 (Elementary and Middle School Specialists), 8.14 (Special Needs Students, 8.15 (Class Composition), 8.16 (Administrative Review), 8.17 (Electronic Grading Committee), and 8.18 (Class Size); and,
Article 10 (Compensation Rights) Sections 10.02 (Pay Periods), 10.04 (Mileage Remuneration), 10.06 (Life Insurance), 10.07 (Supplemental Salary and Schedule), 10.09 (Hospital, Medical Surgical, Major Medical, Dental, and Vision Insurance), and 10.12 (Committee Work).

ARTICLE XV EDUCATIONAL OPTIONS

A joint committee of three (3) PLEA members appointed by the Association President and three (3) administrators appointed by the Superintendent shall convene to review, research, and recommend contract updates, as needed, for Article 15, Educational Options Courses. Any Educational Option plan to meet the recognized education needs of a student shall be approved by the Superintendent pursuant to Board of Education policy.

15.01 General

A. The unit member may accept or decline an Educational Options request.

B. Educational Options courses are intended for Carnegie credits.

C. Credits from Educational Options shall not supplant those courses specifically required for graduation under state minimum standards unless such course credit cannot be scheduled for the student prior to graduation. No student may earn more than two (2) credits toward graduation requirements through Educational Options, unless otherwise approved by the Superintendent.

D. Board of Education required courses for graduation will be given first priority in assignment.

E. The purpose of any Educational Option is to enhance and expand class offerings for students; particularly students who are at risk (credit deficient or expelled) and/or gifted. Educational Options are not intended to be a means to eliminate existing courses offered in the regular classrooms. It is the intent of the Board that the enrollment in Educational Options will not be the cause for reducing staffing allocations that would otherwise have been assigned to the schools.

F. Administration, guidance, and student responsibilities, as established by the parties for Educational Options, are attached as Appendix M.

G. Teaching experience in the desired content area is preferred.

15.02 Approved Program of Study Courses (scheduling conflicts)

A. Shall be the instruction, by unit members, for students affected by scheduling conflicts as approved by the Administration.

B. The maximum number of students shall be five (5) per unit member.

C. The unit member shall be responsible for:

1. Approval of the student to the approved program; and

2. Supervision and/or instruction of the requirements of the course syllabus.

D. The unit member shall be compensated three hundred twenty-five dollars ($325.00) per semester for each approved student.

15.03 Independent Study

A. Shall be an activity pursued by an individual pupil under the direction of a certificated/licensed bargaining unit member and approved by the administration.

B. The maximum number of students shall be two (2) per unit member.

C. The unit member shall be responsible for:

1. Approving the student for independent study;

2. Reviewing, discussing, and finalizing the academic plan (with rationale and expectation) with the student. The Plan shall be submitted to Guidance;

3. Regularly collaborating/monitoring the student;

4. Assisting the student in defining goals and methods; and

5. Design and administer evaluation based on the goals of the education plan.

D. The unit member shall be compensated three hundred twenty-five dollars ($325.00) per semester for each approved student.

15.04 Other Education Options

A. Other Educational Options may include, but are not limited to, distance learning, correspondence courses, educational travel, research-based learning and the systematic monitoring by electronic media, phone and/or email with ongoing communication between the pupil(s) and the teacher or teacher and the content provider, as approved by the Administration. Other Educational Option requests shall be submitted for approval via the NAPLSD Other Educational Options Request Form. If the request is approved and the form requires a teacher of record's supervision, then each of the following shall apply:

1. The unit member shall be responsible for the approval of the student to the Educational Option.

2. The unit member shall actively monitor the student and shall be paid one hundred sixty-two dollars and fifty cents ($162.50) per semester per approved student.

3. The unit member shall be provided, in writing, at the time of the request to teach an Education Option, the identified level of compensation (see 15.04(A2) above).

15.05 Flexible Credit

A. A Flexible Credit Committee will include the following administrators: Director of Curriculum, Assistant Superintendent, the High School Principal, and the High School Assistant Principal. The Flexible Credit Committee will include the following PLEA unit members as needed (appointed by the PLEA President): two High School Guidance staff members, the Special Education Department Chair, and two (2) classroom teachers. In addition, the building level meetings will include all relevant faculty members to review applications. The Committee shall be co-chaired by the Director of Curriculum or designee and the PLEA President or designee.

B. The Committee shall meet in coordination with application dates, or more frequently upon the call of the co-chairs. The Committee is charged to:

1. Monitor, review, and make recommendations on possible modifications of NAPLS Flexible Credit Program; and

2. Review and make recommendations to the Superintendent and PLEA President on the following educational options as they relate to credit flexibility:

a. Educational Travel

b. Mentoring

c. Research Based projects

d. Service/Community Learning

C. Administration of proficiency exam/assessments during an exam week shall be on voluntary basis determined through the respective departments. Unit members who volunteer to administer proficiency exam/assessments outside the contractual day will be compensated at their summer school rate. Respective departments will make recommendations for whether the assessment should be administered on an individual or group basis, with groups not to exceed 15 students. Any hours worked outside of the contract day are subject to the prior approval of the administration and the Board of Education.

D. Administration of proficiency exam/assessments during August shall be on a voluntary basis determined through the respective departments. Unit members who volunteer to administer proficiency exam/assessments shall be compensated at their hourly summer school rate (Section 10.11).

Forms related to this program can be found in Appendix Q.

15.06 Credit Recovery

A. The purpose of credit recovery instruction is to enhance and expand class offerings for students who are at risk due to credit deficiency, expulsion, or other reasons as mutually agreed to by the department chair(s) (relevant to courses being considered), the building administration, and the certificated/licensed faculty who will do the monitoring. It is not intended to be a means to eliminate existing courses offered in the regular classrooms. It is the intent of the Board that the enrollment in credit recovery classes will not be the cause for reducing staffing allocations that would otherwise have been assigned to the schools.

B. Credit recovery courses to be offered will be reviewed by a joint committee of Department Chair(s) (relevant to courses being considered), the PLEA, and the Administration, and presented to the Superintendent and Board of Education for approval in accordance with Board Policy. Configuration and operations of the committee shall be mutually established by the Superintendent and the PLEA President.

C. Certificated/licensed faculty member approval is required if a student is leaving a regular course offering to participate in credit recovery.

D. A Credit Recovery Coordinator (CRC), who will be a bargaining unit employee, will have the responsibility to oversee the continuity of the program, be the conduit of information, and serve as a respondent to questions and/or issues concerning the credit recovery program.

E. Annually, a credit recovery overview will be provided for the faculty (9-12) to inform them of the process and to enlist any interested unit members in becoming Teachers of Record (TR) for the program.

F. Such assignments will initiate first within the appropriate department, and should there be no one accepting the request, then qualified bargaining unit members will be sought for the assignment. A TR's assignment shall be within the contractual day as defined in Section 8.04. The TR shall meet with credit recovery student(s) as mutually developed within the student responsibility contract [see below in Section (J)].

G. All students will be assigned through the IAT/IEP process of referrals and conform to agreed process, credit recovery documents, and signoffs. The TR shall actively and systematically monitor the student progress [as outlined in Section (J) below], and proctor the student at the end of course assessment at a pre-set time and location. Every attempt will be made to place students in an Academic Options class with the TR (to enhance contact time during the student's school hours on a case by case basis). Other options may be considered and utilized to build in time for TR and student to meet during the school day (i.e. study center) on a case by case basis. Student assessment and pre-approved monitoring, per student contract, shall be outside of the TR workday.

H. During the academic school year, TRs will be assigned to not more than four (4) students who require monitoring outside the contract day.

I. Credit Recovery monitoring rate will be fixed at $25.00 per hour for hours worked outside of the contractual day (per student) not to exceed ten (10) hours. Additional hours will be reviewed on a case-by-case basis, and approval will be required through the CRC and by the building administration.

J. The TR shall be provided, in writing, at the time of the request to work with a credit recovery student, this Article that outlines responsibilities and a copy of the Credit Recovery Contract that has been signed by the student (Appendix P).

K. Application for summer offerings of credit recovery courses shall follow the same process as outlined above. All summer credit recovery course offerings shall be completed during the "summer recess". TRs will be assigned to not more than fifteen (15) students per session for Summer Credit Recovery at the Credit Recovery monitoring rate above.

L. The TR, Credit Recovery Coordinator, Administration, and student responsibilities, as established by the parties for credit recovery, are attached as Appendix N.

The above dollar amounts shall increase for a subsequent school year by the same percentage as the Teacher Salary Schedule increase for that year at step BA/0.

15.07 College Credit Plus

A. College Credit Plus is defined in Ohio Revised Code 3365.02.

B. Bargaining unit members shall be given the first opportunity to teach College Credit Plus Courses provided the unit member meets the requirements of Ohio Revised Code 3365.

C. Any bargaining unit member eligible to and assigned to teach College Credit Plus Course shall be paid an annual stipend of two thousand five hundred dollars ($2,500) for a year-long course or one thousand two hundred fifty dollars ($1,250) for a semester course regardless of the number of College Credit Plus Courses being taught.

D. The bargaining unit member shall be afforded up to five (5) days for training with the college associated with the course that he/she is teaching. If the training occurs during the school day, the teacher will receive release time to participate. If the training occurs outside of the workday or outside of the contractual year, then the teacher will be compensated at the curriculum rate of pay.

E. College Credit Plus Courses for the following year shall be determined no later than March 1st.

ARTICLE XVI MASTER TEACHER COMMITTEE

16.01 Master Teacher Committee (MTC)

The MTC shall be established for the purpose of designating teachers in the building/district as a master teacher.

A. Purpose – the duties of the MTC shall be strictly limited to the review and approval of Master Teachers as specified in Ohio law and related ODE guidelines.

B. Composition – The MTC will be comprised of seven (7) members, five (5) teacher members and two (2) administrative members. The five (5) teachers shall be appointed by the PLEA President with concurrence of the PLEA Executive Board. The PLEA shall determine the length of the term of office for the local association members serving on the MTC. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the PLEA. The two (2) administrative members shall be appointed by the Superintendent.

C. Chairperson – the committee chairperson shall be determined by the committee members.

D. Meetings – the Committee shall meet twice a year (January and April) to read and score applications. Other meetings will be called on an "as needed basis."

16.02 Operations

A. The MTC shall be responsible for informing the bargaining unit of the MT process and any changes to the process for the district.

B. Up to seven (7) and no less than two (2) members of the MTC will read and score each application individually. Then an average of the committee scores will be calculated to determine if the designation of Master Teacher will be awarded to the applicant.

C. Candidates will be notified, in writing, of their status within sixty (60) days of turning their portfolio into the committee. Unsuccessful candidates must wait a year before resubmitting. Candidates will be responsible for making arrangements to pick up their materials.

D. Successful candidates will receive a certificate and recognition at a district Board meeting.

E. Teachers receiving Master Teacher status will have a copy of the narrative portion of their application kept in his/her personnel file.

16.03 Employee Protection

A. Under no circumstances is the involvement in the activities of the MTC to be used for employment decisions by the Board.

B. Nothing in the Master Teacher process shall have an adverse impact on a unit member's performance evaluation as established in this Agreement.

The MTC shall not have the authority to supersede any section of the Master Agreement between the Board and the PLEA.

ARTICLE XVII SIGNATURE CLAUSE

This document constitutes the Negotiated Contract between the parties for a duration set forth in this contract.

This Contract, including all terms and provisions hereof, is hereby approved and adopted by the New Albany - Plain Local Board of Education and the Plain Local Education Association, upon the signatures of their respective Presidents, this 20th day of May, 2024.

For the Association:

Joseph Armpriester
President

For the Board:

Debra L. Kuntz
President

APPENDIX A

SICK LEAVE BANK GUIDELINES (AS OF JUNE OF 2010)

NEW ALBANY - PLAIN LOCAL SCHOOL DISTRICT

GUIDELINES FOR SICK LEAVE BANK

The following guidelines are hereby agreed to by and between the New Albany - Plain Local Education Association and the New Albany - Plain Local School District:

Sick Leave Bank (S.L.B.)

A. Purpose:

To grant additional days of sick leave to participating bargaining unit employees for use only in cases of the unit employee's own, the unit employee's spouse's, or the unit employee's dependent child's personal illness, injury, or non-elective surgery occurring under unusual, severe, or emergency conditions, as determined mutually by the Plain Local Education Association President and the Superintendent.

B. Provisions of Eligibility:

1. All bargaining unit employees shall be eligible to be members of the S.L.B.

2. New members may join no later than October 1 of each successive year. A unit member's contribution of a minimum of one day shall provide for continuous membership unless canceled by notifying, in writing, the Treasurer's Office during the period of September 1 through October 1. Unit members may contribute more than one (1) day to the S.L.B., but are not required to do so, except when the bank is depleted as outlined below. If membership is canceled, donated days remaining in the S.L.B. will not be returned. When a unit employee donates days to the Bank, he/she agrees to the stated rules for administration of the Bank.

3. The S.L.B. membership will begin within five (5) days from each contributing unit employee. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day, not to exceed one (1) assessment per school year. The Treasurer's Office, in cooperation with the Executive Board of PLEA (Executive Board Secretary), will be responsible for notifying certificated employees of each assessment period. The Executive Secretary of the PLEA will assist the Treasurer with the verification and computation of those hours necessary for establishing the S.L.B. and annual tabulations.

4. All unused days in the S.L.B. will roll over into the next year's bank.

5. A complete list of sick leave bank members shall be forwarded to the Association President by October 31 of each school year upon his/her request.

C. Operational Procedures:

1. Applications for grants from the Sick Leave Bank must be made on the Application for Sick Leave Bank Grant Form (Attachment A2). A Physician's Statement (Attachment A3) is required with each application in order to be considered for a grant.

2. Application for the S.L.B. days must be made to the President of the Plain Local Education Association.

3. A grant will be considered only after the individual has used all of his/her accumulated sick leave days and has used all possible advances of sick leave days.

4. The maximum number of days that a member may receive is twenty percent (20%) of the total days in the bank at the end of the enrollment period (October 1 of each year).

5. A decision will be rendered within ten (10) days of receipt of request.

6. Unused requested days shall be returned to the S.L.B.

7. Extension of additional days may be applied for in the same manner as the original application.

8. In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for the benefits from the Bank shall, as a condition to such application, agree in writing as follows:

   "I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the President of the Plain Local Education Association and the Superintendent. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany - Plain Local School District, the Plain Local Education Association, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

9. All decisions shall be final and binding and are not subject to grievance or any other formal process.

9. Guidelines may be reviewed annually upon request of the President of the Plain Local Education Association or the Superintendent.

New Albany - Plain Local Schools
New Albany, Ohio

Sick Leave Donor Designation Form

I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the Plain Local Education Association President and the Superintendent. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany-Plain Local School District, the Plain Local Education Association, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.

I wish to designate 1 2 3 4 5 (circle one) day(s) of my sick leave balance to be used in a Sick Leave Bank. I understand that these days will be deducted from my sick leave balance immediately.

Date _____

Donor Signature _____

Printed Name _____

Building _____

Please return this form to the Treasurer's Office no later than September 30.

New Albany - Plain Local Schools
55 North High Street
New Albany, Ohio 43054

Attachment A2

New Albany - Plain Local Schools
New Albany, Ohio

Application for Sick Leave Bank Grant

Date _____

Name _____ Building _____

Home Address _____

Telephone Number _____

Number of sick days used this school year _____

Number of sick days used for current illness _____

Employee's reason for request (be specific) _____

_____

_____

Estimate of additional days needed _____

Name of attending physician _____

Address of attending physician _____

Telephone of attending physician _____

Applicant's Signature _____

Please submit completed application to the Plain Local Education Association President. Application must include Attachment A-3, Physician's Statement, to be considered.

Attachment A3

New Albany - Plain Local Schools
55 North High Street
New Albany, Ohio 43054

Physician's Statement

_____ is unable to perform teaching duties and requires sick leave because: (please be specific with diagnosis and description of complications)

_____
_____
_____
_____
_____

OR

_____ requires non-elective surgery that cannot be postponed until the end of the school year. Nature of procedure:

_____
_____
_____
_____
_____

This patient has been under my care for (length of time in months and years): _____

Physician's estimate of number of days needed for recovery: _____

_____
Physician's Signature

I give my physician permission to release the above-requested medical information and any other information relevant to same.

_____
Employee's Signature

Employee is to submit this completed statement to the Plain Local Education Association President, along with Attachment A-2, Application for Sick Leave Bank Grant.

APPENDIX B
PUBLIC COMPLAINTS POLICY (NUMBER 9130)

Book	Policy Manual
Section	9000 Relations
Title	PUBLIC COMPLAINTS
Code	po9130
Status	Active
Adopted	March 21, 1988
Last Revised	December 1, 1997
Last Reviewed	April 1, 1994

9130 - **PUBLIC COMPLAINTS**

Any person or group, having a legitimate interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel, the program, or the operations of the District. At the same time, the Board of Education has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. Only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to the following procedure.

Matters Regarding a Professional Member

A. First Level

If it is a matter directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation that may require investigation or inquiry by school officials prior to approaching the professional staff member. As appropriate, the staff member shall report the matter and whatever action may have been taken to the building principal.

B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor and in compliance with provisions of a collective bargaining agreement, if applicable.

C. Third Level

If a satisfactory solution is not achieved by discussion with the building principal, a written request for a conference shall be submitted to the Superintendent. This request should include: the specific nature of the complaint and a brief statement of the facts giving rise to it; the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely; the action that the complainant wishes taken and the
reasons why it is felt that such action should be taken.

Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

D. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board action, the complainant shall request, in writing, a hearing before the Board and/or before a committee of the Board.

The complainant shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the hearing. The Board's decision will be final on the matter, and it will not provide a hearing to other complainants on the same issue.

Matters Regarding an Administrative Staff Member

Since administrators are considered members of the District's professional staff, the general procedure specified in "Matters Regarding a Professional Staff Member" shall be followed.

Matters Regarding the Superintendent or Treasurer

Should the matter be a concern regarding the Superintendent or Treasurer which cannot be resolved through discussion with the Superintendent or Treasurer, the complainant may submit a written request to the Board President for a conference with the Board. This request shall include:

A. the specific nature of the complaint and a brief statement of the facts giving rise to it;

B. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;

C. the reason that the matter was not able to be resolved with the Superintendent or Treasurer;

D. the action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a meeting before the Board, or a committee of the Board, or refer the matter, if permitted by State law, to an executive session.

The complainant shall be advised, in writing, of the Board's decision within thirty (30) business days.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

Matters Regarding a Support Staff Member

In the case of a support staff member, the same procedure is to be followed as for "Matters Regarding a Professional Staff Member". The complaint is to be directed, initially, toward the person's supervisor, and the matter then brought as required to higher levels in the same manner as prescribed for "Matters Regarding a Professional Staff Member".

Matters Regarding District Services or Operations

If the request, suggestion, complaint, or grievance relates to a matter of District procedure or operation, it should be addressed, initially, to the building principal or the head of the classified department who is most directly concerned and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member".

Matters Regarding the Educational Program

If the request, suggestion, complaint, or grievance relates to a matter of District program, it should be addressed, initially, to the building principal and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member".

Matters Regarding Instructional Materials

If the request, suggestion, compliant, or grievance relates to instructional materials such as textbooks, library books, reference works, and other instructional aids used in the District, the following procedure shall be followed:

A. The criticism is to be addressed to the Superintendent, in writing, and shall include author, title, publisher, the complainant's familiarity with the material objected to, sections objected to (by page and item) and reasons for objection.

B. Upon receipt of the information, the Superintendent shall, after advising the Board of the complaint, appoint a review committee that may consist of: One (1) or more professional staff members including one (1) or more Board members and one (1) or more lay persons knowledgeable in the area.

C. The committee, in evaluating the questioned material, shall be guided by the following criteria:

1. The appropriateness of the material for the age maturity level of the students with whom it is being used; the accuracy of the material and the use being made of the material.

2. The committee's recommendation shall be reported to the Superintendent in writing within (30) thirty business days following the formation of the committee. The Superintendent will advise the complainant, in writing, of the committee's recommendation and advise the Board of the action taken or recommended.

3. The complainant may appeal this decision, within thirty (30) business days, to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board.

4. The Board shall review the case in committee session and advise the complainant, in writing, of its decision within twenty (20) business days.

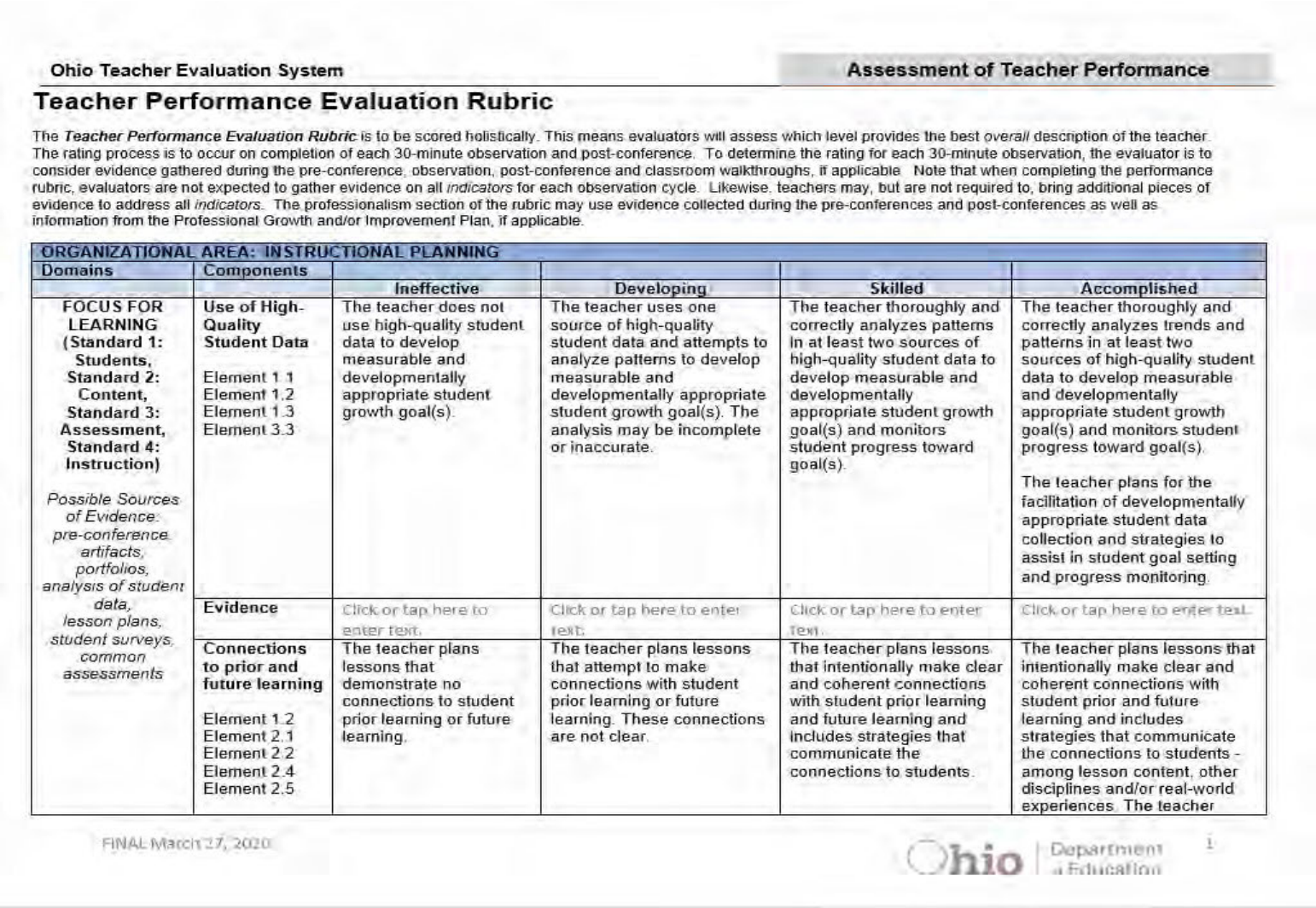
D. The material in question may be withdrawn from use pending the committee's recommendation to the Superintendent.

No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

Revised 10/22/90
Revised 12/19/91
Readopted 5/94
Revised and Readopted 12/97

Legal 20 U.S.C. 1232h

APPENDIX C
OHIO TEACHER EVALUATION SYSTEM MODEL



Ohio Teacher Evaluation System — Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

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

FINAL March 27, 2020

Ohio | Department of Education

1

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS	**Planning instruction for**	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference,*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review		strategies. There is no student engagement. The teacher does not give students feedback.	demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
LESSON DELIVERY *(continued)*	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review, student surveys	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES	**Communication and collaboration with families**	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with	The teacher uses effective and appropriate communication and engagement strategies	The teacher uses multiple effective and appropriate communication and engagement strategies with individual

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	Element 6.1 Element 6.2		students and families. These do not contribute adequately to student learning, well-being and development.	with students and families, resulting in partnerships that contribute to student learning, well-being and development.	students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: General Form

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

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

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

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

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

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

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

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Evaluator Signature: ☐ **Photocopy to Teacher**

New Albany Plain Local Schools Pre-Observation Questions

Date:		**Time:**	
Teacher:		**Evaluator:**	

Teachers should receive this form electronically, complete it, and submit it to the evaluator before the pre-conference.
NOTE: For unannounced observations, questions regarding specific lesson information need not be answered.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING		
Domains/Components	**Questions**	**Teacher Responses**
Focus for Learning • *Use of High-Quality Student Data* • *Connections to prior and future learning* • *Connections to state standards and district priorities*	• What is the focus for the lesson I will be observing? • At the end of the lesson, what content will students know/understand? What skills will they demonstrate? • How has high-quality student data been utilized to set developmentally appropriate goals for student learning? • What prior knowledge do students need or what connections to previous learning will be made? How does today's lesson connect to the rest of the unit?	
Knowledge of Students • *Planning instruction for the whole child*	• What do I need to know about the students in the class I will observe? What methods do you use to gather information about students? • How does this lesson connect to students' experiences and/or culture?	

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT		
Domains/Components	**Questions**	**Teacher Responses**
Lesson Delivery • *Communication with students* • *Monitoring students understanding* • *Student-centered learning*	• How will goals for learning be communicated to students? • What collaborative and whole class instructional strategies will be used to engage all students? • How will feedback be used to support student learning? • How will you use differentiated instructional strategies and resources to support and challenge all students?	
Classroom Environment • *Classroom climate and cultural competency*	• How do you demonstrate regard for student perspectives, experiences, and culture?	
Assessment of Student Learning • *Use of Assessments* • *Evidence of Student Learning*	• How do you check for understanding during a lesson? • What different methods of assessment are used in this lesson?	
ORGANIZATIONAL AREA: PROFESSIONALISM		
Domains/Components	**Questions**	**Teacher Responses**
Professional Responsibilities • *Communication and collaboration with colleagues* • *District policies and professional responsibilities*	• How do you collaborate with colleagues to improve student learning and your instructional practice?	
Additional Notes (Optional):		

New Albany Plain Local Schools Post-Observation Questions

Observation Date:		**Time:**	
Teacher:		**Evaluator:**	

Teachers should receive this form electronically, complete it, and submit it electronically to the evaluator before the post-conference.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT		
Domains/Components	**Questions**	**Teacher Responses**
Lesson Delivery ● *Communication with students* ● *Monitoring student understanding* ● *Student-centered learning*	● As you think of the lesson and the learning that occurred, what changes would you make? Why? ● How did your plan for differentiated strategies and resources support and challenge all students? What is your evidence?	
Classroom Environment ● *Classroom routines and procedures* ● *Classroom climate and cultural competency*	● How effective were your grouping strategies? ● How did you ensure interactions were respectful and supportive?	
Assessment of Student Learning	● How did students perform based on the expectations? What is your evidence?	

• *Use of assessments* • *Evidence of student learning*	• How did you use assessment data to inform next steps?	
ORGANIZATIONAL AREA: PROFESSIONALISM		
Domains/Competencies	**Questions**	**Teacher Responses**
Professional Responsibilities • *Communication and collaboration with families* • *Communication and collaboration with colleagues* • *District policies and professional responsibilities*	• How do you promote and maintain 2-way communication with students and/or parents? • In what ways do you seek the perspective of others? Give an example. • Discuss ways you reflect and analyze your teaching. • What are some proactive ways you further your own professional growth?	
Area(s) of Focus	**Questions**	**Teacher Responses**
Holistic Observation	• What strengths or areas for growth from this observation would you like to think about for an area of focus for the next observation? • Is there another area that was not part of this observation that you want to discuss as an option?	

Focused Observation	• What evidence has been demonstrated during this lesson to support enhanced practice and/or growth in the focus area(s)?	
Additional Notes (Optional):		

High-Quality Student Data Verification Form

Teacher Name: Click or tap here to enter text.Evaluator Name: Click or tap here to enter text.

Content Area(s): Click or tap here to enter text.Grade Level(s): Click or tap here to enter text.

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1. Click or tap here to enter text.
2. Click or tap here to enter text.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

- Align to learning standards
- Measure what is intended to be measured
- Be attributable to a specific teacher for course(s) and grade level(s) taught
- Demonstrate evidence of student learning (achievement and/or growth)
- Follow protocols for administration and scoring
- Provide trustworthy results
- Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

- Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
- Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
- Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
- Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments: Click or tap here to enter text.

Teacher Signature: Date: Click or tap to enter a date.

HQSD Approval Signature: Date: Click or tap to enter a date.

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

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

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

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

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Professional Growth Plan

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

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

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).

☐ Focus for Learning
☐ Knowledge of Students
☐ Lesson Delivery
☐ Classroom Environment
☐ Assessment of Student Learning
☐ Professional Responsibilities

Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed

Describe the alignment to district and/or building improvement plan(s):

Comments:

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

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

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

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

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

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

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

APPENDIX C1

OTHER TEACHER EVALUATION FORM

New Albany - Plain Local Schools
Observation and Evaluation Process

Staff Member _____ Building _____

Evaluator _____ Date _____

I. Attach "clinical" observation notes. II. Evaluation summary	Ineffective	Developing	Skilled	Advanced
1. PLANNING AND PREPARATION a. Demonstrating knowledge of content and pedagogy				
b. Setting position specific goals				
c. Demonstrating knowledge of students				
d. Demonstrating knowledge of resources				
2. THE SCHOOL ENVIRONMENT a. Creating an environment of respect and rapport				
b. Supporting the learning environment through collaboration				
c. Managing position specific goals and responsibilities				
d. Managing student behavior				
e. Organizing physical space				
3. DELIVERY OF SERVICES a. Communicating clearly, consistently, and accurately				
b. Demonstrating flexibility and responsiveness				
c. Delivering effectively position specific services				
4. PROFESSIONAL RESPONSIBILITIES a. Reflecting on practice				
b. Maintaining accurate records				
c. Communicating with stakeholders				
d. Contributing to the school and district				
e. Developing professionally				
f. Showing professionalism				

COMMENTS AND SIGNATURES: Use reverse side of form

Evaluator's Comments:

_____

_____

Evaluator's Signature Date

Staff Member's Comments:

Staff Member: Please sign below to indicate that you have received a copy of this evaluation and that you have been notified of the placement of same in your personnel file. Your signature does not necessarily indicate agreement with the contents of the evaluation.

_____

_____

Staff Member's Signature Date

APPENDIX C2

OTHER TEACHER EVALUATION RUBRIC

DOMAIN 1: PLANNING AND PREPARATION Component 1a: Demonstrating Knowledge and Content and Pedagogy Knowledge of Content*Knowledge of Prerequisite Relationships*Knowledge of Content-Related Pedagogy				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Knowledge of Content		Staff member displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Staff member displays solid content knowledge and makes connection between the content and other parts of the discipline and other disciplines.	Staff member displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Staff member displays little understanding of prerequisite knowledge important for student learning of content.	Staff member indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Staff member's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Staff member actively builds on knowledge of prerequisite relationship when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content Related Pedagogy	Staff member displays little understanding of pedagogical issues involved in student learning of the content.	Staff member displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on the best pedagogical practice within the discipline but without anticipating student misconceptions.	Staff member displays continuing search for best practice and anticipates student misconceptions.

DOMAIN 1: PLANNING AND PREPARATION Component 1b: Setting Position Specific Goals Elements: Job Specific*Alignment with Strategic Plan*Evidence in Individual Professional Development Plan				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Job Specific Goals	Staff member makes limited or no progress in the implementation of job specific goals.	Staff member develops and implements job specific goals without the input and/or cooperation of others.	Staff member develops and implements job specific goals through collaboration.	Staff member develops and implements job specific goals that move the department toward a vision of excellence through collaboration.
Alignment With Strategic Plan	Staff member has limited knowledge of the Strategic Plan and creates goals that are unaligned with the initiatives of the District.	Staff member demonstrates some awareness of the Strategic Plan and has made an attempt to align position goals with the initiatives of the District.	Staff member demonstrates awareness of the Strategic Plan and has aligned position goals with the initiatives of the District.	Staff member fully understands and aligns position goals with the Vision, Mission, and Promise of the Strategic Plan.
Evidence as Part of Individual Professional Development Plan	Staff member does not have a current approved Individual Professional Development Plan (IPDP) in place.	Staff member has an approved IPDP that is unaligned with the goals of the position and has a limited record of professional development.	Staff member has an approved IPDP that is aligned with job expectations and can demonstrate a record of professional development.	Staff member provides evidence of a current approved IPDP that demonstrates understanding of the position as well as a record of high quality professional development necessary to attain excellence.

DOMAIN 1: PLANNING AND PREPARATION Component 1c: Demonstrating Knowledge of Students Elements: Knowledge of characteristics (intellectual, social and emotional) of age group*Knowledge of students' varied approaches to learning*Knowledge of students' skills and knowledge*Knowledge of students' interests and cultural heritage				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Knowledge of Characteristics of Age Group	Staff member displays minimal knowledge of developmental characteristics of age group.	Staff member displays generally accurate knowledge of developmental characteristics of age group.	Staff member displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Staff member displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of Students' Varies Approaches to Learning	Staff member is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences."	Staff member displays general understanding of the different approaches to learning that students exhibit.	Staff member displays solid understanding of the different approaches to learning that different students exhibit.	Staff member uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' Skills and Knowledge	Staff member displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valid.	Staff member recognizes the value of under-standing students' skills and knowledge but dis-plays this knowledge for the class only as a whole.	Staff member displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Staff member displays knowledge of students' skills and knowledge for each student, including those with special needs.
Knowledge of Students' Interests and Cultural Heritage	Staff member displays little or no knowledge of students' interests of cultural heritage and does not indicate that such knowledge is valuable.	Staff member recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Staff member displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Staff member displays knowledge of the interests or cultural heritage of each student.

DOMAIN 1: PLANNING AND PREPARATION Component 1d: Demonstrating Knowledge of Resources Elements: Job specific resources*Resources for students				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Job Specific Resources	Staff member is unaware of resources available through the school district.	Staff member displays limited awareness of resources available through the school district.	Staff member is fully aware of all resources available through the school district.	In addition to being aware of school district resources, staff member actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	Staff member is unaware of resources available to assist students who need them.	Staff member displays limited awareness of resources available through the school district.	Staff member is fully aware of all the resources available through the school district and knows how to gain access for students.	In addition to being aware of school district resources, the staff member is aware of additional resources available through the community.

DOMAIN 2: THE SCHOOL ENVIRONMENT Component 2a: Creating an Environment of Respect and Rapport				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Staff Member Interaction with Students	Staff member interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for staff member.	Staff member-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for staff member.	Staff member-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for staff member.	Staff member demonstrates genuine caring and respect for individual students. Students exhibit respect for staff member as an individual, beyond that for the role.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward others.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for others.

DOMAIN 2: THE SCHOOL ENVIRONMENT Component 2b: Supporting the Learning Community through Collaboration Elements: Collaboration with colleagues within Department*Collaboration with colleagues outside the Department				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Collaboration with Colleagues within the Department	Staff member establishes no collaborative relationships with colleagues within the department and/or does not work with them to support the learning community.	Staff member establishes few collaborative relationships with colleagues within the department and/or works with them in limited ways to support the work of the learning community.	Staff member establishes collaborative relationships with colleagues within the department and works with them to support the work of the learning community.	Staff member establishes strong, collaborative relationships with colleagues within the department and works closely with them to support the work of the learning community in meaningful ways.
Collaboration with Colleagues outside the Department	Staff member establishes no collaborative relationships with colleagues outside of the department and/or does not work with them to support the work of the learning community.	Staff member establishes few collaborative relationships with colleagues outside of the department and/or works with them in limited ways to support the work of the learning community.	Staff member establishes collaborative relationships with colleagues outside of the department and works with them to support the work of the learning community.	Staff member establishes strong, collaborative relationships with multiple colleagues outside of the department and works closely with them to support the work of the learning community in meaningful ways.

DOMAIN 2: THE SCHOOL ENVIRONMENT Component 2c: Managing Position Specific Goals and Responsibilities				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Implementation of Goals and Vision	Staff member is unaware of vision and goals for the position and does not work to implement them.	Staff member has a limited understanding of the vision and goals of the position and/or program and demonstrates partial implementation.	Staff member knows the vision and goals for the position and/or program and consistently works to implement them.	Staff member's daily actions are purposeful and linked to the goals and vision of their program/position. Goals can be measured and built upon.
Management of Responsibilities	Staff member handles responsibilities inefficiently and inconsistently.	Staff member shows occasional inconsistencies in responsibilities.	Staff member shows consistency and care for their responsibilities.	Staff member consistently and enthusiastically handles assigned responsibilities.

DOMAIN 2: THE SCHOOL ENVIRONMENT Component 2d: Managing Student Behavior Elements: Monitoring of student behavior*Response to student behavior				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and staff member is unaware of what students are doing.	Staff member is generally aware of student behavior but may miss the activities of some students.	Staff member is alert to student behavior at all times.	Monitoring by staff member is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Staff member does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Staff member attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior is generally appropriate.	Staff member response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Staff member response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

DOMAIN 2: THE SCHOOL ENVIRONMENT Component 2e: Organizing Physical Space				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Safety and Arrangement of Furniture	The work area is unsafe, or the furniture is not suite to the lesson activities, or both.	The work area is safe, and furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The work area is safe, and the furniture arrangement is conducive to learning and/or delivery of services.	The work area is safe, and the furniture arrangement enhances learning and/or delivery of services.
Management and Use of Physical Resources	Staff member manages or uses physical resources poorly.	Staff member manages or uses physical resources adequately.	Staff member manages or uses physical resources skillfully.	Staff member manages and uses physical resources optimally. Students and staff utilize physical resources appropriately.

DOMAIN 3: DELIVERY OF SERVICES Component 3a: Communicating Clearly, Consistently, and Accurately				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Directions and Procedures	Staff member's direction and procedures are confusing.	Staff member's directions and procedures are clarified after initial confusion or are excessively detailed.	Staff member's directions and procedures are clear and contain an appropriate level of detail.	Staff member's directions and procedures are clear and anticipate possible misunderstanding.
Oral and Written Language	Staff member's spoken language is inaudible and written language is illegible. Spoken and written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly.	Staff member's spoken language is audible and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate.	Staff member's spoken and written language is clear and correct. Vocabulary is appropriate.	Staff member's spoken and written language is correct and expressive with well-chosen vocabulary.

DOMAIN 3: DELIVERY OF SERVICES Component 3b: Demonstrating Flexibility and Responsiveness Elements: Assessing Students Needs*Delivery of Services Adjustment*Responsiveness to Students/Staff				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Assessing Student Needs	Staff member does not assess student needs, or the assessments result in inaccurate conclusion.	Staff member's assessment of student needs is superficial or incomplete.	Staff member thoroughly accesses student needs and knows the range of student needs in the school.	Staff member conducts detailed and individualized assessment of student needs to contribute to program planning.
Delivery of Service Adjustment	Staff member adheres rigidly to delivery of services even when change will clearly improve it.	Staff member attempts to adjust delivery of services with mixed results.	Staff member makes minor adjustments to the delivery of services and the adjustment occurs smoothly.	Staff member successfully makes adjustments to improve their delivery of services.
Responsiveness to Students and/or Staff	Staff member ignores or brushes aside questions or concerns.	Staff member attempts to accommodate questions or concerns.	Staff member successfully accommodates questions or concerns.	Staff member successfully accommodates questions and concerns and offers additional support.

DOMAIN 3: DELIVERY OF SERVICES Component 3c: Delivering Effectively Position Specific Services				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Delivery of position specific services	Staff member delivers inadequate position specific services.	Staff member delivers adequate position specific services with partial success.	Staff member delivers adequate position specific services with success.	Staff member delivers consistently high quality and comprehensive position specific services.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES Component 4a: Reflecting on Practices Elements: Accuracy of Information*Use in Future Programming				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Accuracy of Information	Staff member doesn't know if the service was effective or achieved its goals, and/or profoundly misjudged the success of the interactions.	Staff member has a generally accurate impression of the services' effectiveness and the extent to which goals were met.	Staff member makes an accurate assessment of the services' effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Staff member makes a thoughtful and accurate assessment of the services' effectiveness and the extent to which it achieved its goals, citing many specific examples from the activity and weighing the relative strength of each.
Use in Future Programming	Staff member has no suggestions for how the service may be improved for another time.	Staff member makes a general suggestion about how the services may be improved.	Staff member makes a few discerning suggestions about how the service may look in the future.	Drawing on an extensive repertoire of skills, the staff member offers specific alternate actions, complete with probable success of different approaches.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES Component 4b: Maintaining Accurate Records Elements: System for maintenance of student records*Completeness and accuracy of records*Maintaining privacy and confidentiality				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
System for Maintenance of Student Records	Staff member's system for maintaining records is in disarray.	Staff member's system for maintenance of records is rudimentary and only partially effective.	Staff member's system for maintaining records is effective.	Staff member's system for maintaining records is highly effective and is used to enhance delivery of services and communication.
Completeness and Accuracy of Records	Staff member has no system for maintaining information or the system is in disarray.	Staff member's system for maintaining information is rudimentary and partially effective.	Staff member's system for maintaining information is effective.	Staff member's system for maintaining information is highly effective.
Maintaining Privacy and Confidentiality	Staff member has no system for maintaining privacy and/or confidentiality.	Staff member's system for maintaining privacy and/or confidentiality is partially effective.	Staff member's system for maintaining privacy and/or confidentiality is effective.	Staff member's system for maintaining privacy and confidentiality is highly effective.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES Component 4c: Communicating with Stakeholders Elements: Information about the related services*Information about individual students*Engagement of the stakeholders				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Information about the Related Services	Staff member provides minimal information to parents and staff as it relates to the services provided.	Staff member provides limited and not timely information to parents or staff as it relates to the services provided.	Staff member provides appropriate and somewhat timely information to parents or staff as it relates to the services provided.	Staff member provides timely and appropriate information to parents or staff as it relates to the services provided.
Information about Individual Students	Staff member provides minimal information to parents or staff and does not respond or responds insensitively.	Staff member provides limited and not timely information to parents or staff as it relates to the students.	Staff member provides appropriate and somewhat timely information to parents or staff as it relates to the students.	Staff member provides timely and appropriate information to parents or staff as it relates to the students. Response to concerns is handled with great sensitivity.
Engagement of Stakeholders	Staff member makes no attempt to engage stakeholders in the instructional programs or such attempts are inappropriate as it relates to the services provided.	Staff member makes modest and inconsistently successful attempts to engage stakeholders in the instructional program as it relates to the services provided.	Staff member's efforts to engage stakeholders in the related services are frequent and successful.	Staff member's efforts to engage stakeholders in the related services are frequent and successful. Stakeholders contribute ideas that will enhance the services provided.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES Component 4d: Contributing to the School and District Elements: Relationships with colleagues*Service to the school*participating in school and district projects				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Relationship with Colleagues	Staff member's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Staff member takes initiative in assuming leadership among the faculty.
Service to the School	Staff member avoids becoming involved in school events.	Staff member participates in school events when specifically asked.	Staff member volunteers to participate in school events, making a substantial contribution	Staff member volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
Participation in School and District Projects	Staff member avoids becoming involved in school and district projects.	Staff member participates in school and district projects when specifically asked.	Staff member volunteers to participate in school and district projects, making a substantial contribution.	Staff member volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES Component 4e: Developing Professionally Elements: Enhancement of content knowledge and pedagogical skill*Service to the profession				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Enhancement of Content Knowledge and Pedagogical Skill	Staff member engages in no professional development activities to enhance knowledge or skill.	Staff member participates in professional activities to a limited extent when they are convenient.	Staff member seeks out opportunities for professional developments to enhance content knowledge and pedagogical skill.	Staff member seeks out opportunities for professional development and makes a systematic attempt to enhance professional knowledge and skills.
Service to the Profession	Staff member makes no effort to share knowledge with others or to assume professional responsibilities.	Staff member finds limited ways to contribute to the profession.	Staff member participates actively in assisting other professional colleagues.	Staff member initiates important activities to contribute to the profession, such as mentoring new professionals, writing articles for publication, and making presentations.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES Component 4f: Showing Professionalism Elements: Service to students*Advocacy*Decision making				
ELEMENT	LEVEL OF PERFORMANCE			
	Ineffective	Developing	Skilled	Advanced
Service to Students	Staff member is not alert to students' needs.	Staff member's attempts to serve students are inconsistent.	Staff member is moderately active in serving students.	Staff member is highly proactive in serving students, seeking out resources when necessary.
Advocacy	Staff member contributes to school practices that result in some students being ill served by the school.	Staff member does not knowingly contribute to some students being ill served by the school.	Staff member works within the context of a particular team or department to ensure that all student receive a fair opportunity to succeed.	Staff member makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
Decision Making	Staff member makes decisions based on self-serving interests.	Staff member's decision are based on limited, though genuinely professional, considerations.	Staff member maintains an open mind and participates in team or departmental decision making.	Staff member takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.
Professional Practice	Staff member is unaware of position specific professional standards.	Staff member's awareness of position specific professional standards is limited. Staff member does not always follow established standards.	Staff member displays an awareness of position specific professional standards which are reflected in their practice.	Staff member displays a full understanding of position specific professional standards which are reflected in their practice and advocates for their profession.

APPENDIX D

JOB SHARING GUIDELINES

A. A job-sharing agreement for any two teachers may be entered into pursuant to these guidelines for a period that is as long as three school years in duration, and while any such agreement shall be subject to renewal or extension if and as approved pursuant to these guidelines. Teachers participating in job sharing (a) shall work the first and last days for teachers, the first and last days for students, two professional development days, two conference days, and a 50% schedule of all other teacher's contract days (i.e., two full days and one-half day per five-day week or such other 50% schedule as the Superintendent shall establish), provided that either teacher participating in job sharing may work a school day that s/he is not, but the other teacher so participating in job sharing with him/her is, scheduled to work if that other teacher agrees and then both teachers also agree to an equal exchange of days to be worked by that other teacher and (b) will receive 50% of a full-time salary. The Board further will provide fringe benefits as set forth below.

B. General Terms

1. Upon the acceptance of a job share proposal by the Superintendent, a teacher shall vacate his or her full-time position as of the date of the proposal's becoming operative. The job share position will be filled for one year. A job share teacher seeking to return to full-time employment the following year shall submit a written request for such employment to the Superintendent by no later than April 1. Unless the Board chooses not to discontinue the job sharing at the end of a school year, or if a job share teacher requests full-time employment for the following school year, and the position that the teacher formerly held has not been discontinued, that position will be declared vacant at the end of a school year, and the teacher will go into the pool of inside candidates to fill the position for the following school year. Unless the Board chooses not to discontinue the job sharing at the end of a school year, the same will occur with regard to the position formerly held by the teacher with whom a teacher requesting full-time employment has been job sharing; that is, that position will likewise be declared vacant if it has not been discontinued, and that other teacher, if he/she requests, will go into the pool of inside candidates to fill that position. The vacancy procedures in the Contract will be followed for all vacancies referenced in this paragraph, subject to the provisions of the next paragraph.

2. Subject to Section 9.06 of the Contract (reduction in force), if a job share teacher seeking to return to full-time employment holds a continuing contract or a limited contract with one or more years remaining, and the teacher is an unsuccessful bidder for his or her former position for the next school year, such teacher(s) will be offered reemployment; the same shall be true of any other job share teacher who has such a contractual status and who will not continue in the job sharing position for the next school year. Such an offer may be for either a part-time or full-time position, provided that if there is a full-time opening for a K-5 position after the vacancy provisions in the Contract have otherwise been followed, the teacher returning from or otherwise not continuing in job sharing shall be offered same in order of seniority before an

outside candidate unless there shall thereafter remain at least one other full-time K-5 position for the teacher to be offered.

3. Notwithstanding the previous two paragraphs or any other provision of this Memorandum, if a job share teacher does not have any subsequent years remaining on a limited contract, the Board reserves its discretion to non-renew the teacher in compliance with the terms of the Contract governing a non-renewal.

4. Subject to the contrary provision of the next paragraph concerning benefits resulting from additional days of teaching as a substitute, (1) while job sharing a teacher will accumulate district seniority of one-half year, and (2) service as a job share teacher shall not count as a change in contract sequence under Section 9.01 of the Contract. If a teacher participates in a job share assignment and works or is on a paid leave for at least one hundred twenty (120) days during any school year, he/she shall be credited with a year of experience and shall receive credit for the purpose of movement on the salary schedule as governed by Section 10.10 of the Contract. STRS benefits shall be accrued in accordance with state law.

5. If one of the teachers participating in job sharing is absent from school, the building principal shall have sole discretion to employ either the second job share teacher or another teacher as a substitute. If employed as a substitute for the first teacher for less than sixty (60) consecutive days, the second job share teacher shall be paid at the District's regular per diem substitute rate, and shall not be entitled to any benefits beyond those set forth in this Appendix unless the teacher is employed by the District for a minimum of one hundred and twenty (120) full days in a single school year which need not be consecutive, in which case the teacher shall receive one full year of district seniority. If employed as a substitute for the first teacher for sixty (60) consecutive days or more, the second job share teacher shall be paid at the district's full-time rate, and shall be entitled to all benefits as outlined in the Master Agreement between the parties. A job share teacher shall not be employed by the Board as a substitute for other teaching positions within the District and shall agree that he or she will not hold substitute employment in other districts while employed as a job share teacher.

6. If during a school year one of the teachers participating in job sharing resigns, is terminated from his or her position, or takes leave for the remainder of the school year, the Board may, in its discretion, either (1) return the other teacher to full-time status for the remainder of that school year or (2) follow the vacancy procedures in the Contract to fill the vacant part-time position for the remainder of that school year. If option (2) is selected, the teacher with whom the resigned or terminated teacher was job sharing shall proceed and be treated in accordance with paragraphs A through C.

C. Job Sharing Proposals

1. Joint interview for hiring: The teachers requesting to job share will have a joint interview with the building principal. It is imperative that the teachers sharing a position be compatible. At the sole discretion of the building principal, a proposal may be recommended to the Superintendent for final approval.

2. There will be a meeting between the Association President and Superintendent (or their designees) to discuss each proposal for job sharing that is recommended to the Superintendent by the building principal, provided that the Superintendent shall have the final authority to approve or disapprove a job-sharing proposal.

D. Fringe Benefits

1. Health Care Coverage: Hospital, medical surgical, and major medical insurance coverage at a level of 100% of the benefits afforded under the Contract for either single coverage or family coverage will be provided by the Board for job share teachers at the election of each such teacher, and the Board will pay 50% of what it would have paid for same as so elected for a teacher on a full-time schedule.

2. Dental Coverage: Dental coverage at a level of 100% of the benefits afforded under the Contract for either single coverage or family coverage will be provided by the Board for job share teachers at the election of each such teacher, and the Board will pay 50% of what it would have paid for same as so elected for a teacher on a full-time schedule.

3. Life Insurance Coverage: Life insurance coverage at a level of 50% of the benefits afforded under the Contract will be provided and fully paid by the Board for job share teachers.

4. Accumulation of Sick Days and Personal Days: Job share teachers will accumulate sick days and personal days at 50% of the rate of full-time teachers. Job share teachers shall be entitled to use one and one-half (1½) personal days per school year.

5. Leave Status/Continuous Service: Because job share teachers shall vacate their full-time positions, they will not be placed on part-time unpaid leave status during job sharing. However, job sharing teachers will not suffer a break in service for purposes of Section 9.06 of the Contract (reduction in force).

6. Professional Leave and Sabbatical Leave: Job share teachers shall not be entitled to receive professional leave and sabbatical leave.

7. STRS Pick-Up: The board will pay the STRS pick-up for job share teachers per Section 10.08 of the Contract.

E. Grievability

All decisions of the Superintendent or building principal regarding the recommendation or approval of proposed job-sharing arrangements shall be final and not subject to the grievance procedures of the Contract, except as they conflict with the express provisions hereof.

APPENDIX E

SUPPLEMENTAL ACTIVITY REPORT FORM

NOTE: THIS FORM MUST BE SUBMITTED ELECTRONICALLY THROUGH THE GOOGLE FORM AVAILABLE ON THE EMPLOYEE RESOURCE CENTER UNDER THE RESOURCES TAB ON THE HUMAN RESOURCES PAGE.

Email

First and Last Name

Building Departments

- **ELC**
- **Primary School**
- **Intermediate School**
- **Middle School**
- **District**
- **Athletics**

Type of Proposed Supplemental

Is this proposal:

A request for a new supplemental? _____

A request for a review of an existing supplemental? _____

I. Student Contact Time (beyond teacher contract day)

Not applicable to position, check here _____

A. Number of student ***meetings/practice*** per week _____

B. Length of ***meetings/practice*** _____

Describe (what is taking place during meetings/practice & when these are held):

Total number of hours for meetings and practices _____

II. Event Time

Not applicable to position, check here _____

A. Number of ***performances, competitions, recognition events***, etc. _____

B. Length of ***performances, competitions, recognition events***, etc. _____

Describe:

Total Number of Hours for Events _____

III. Preparation Time (beyond teacher contract day)

Not applicable to position, check here _____

A. Number of ***parent meetings*** _____

B. Length of ***parent meetings*** _____

Describe (please do not include returning phone calls/email):

C. Number of other ***meetings, training, event preparation***, etc._____

D. Length of time spent on such events _____

Describe (be sure to include time spent on budget, paperwork, fundraising, transportation, etc.):

Total number of Preparation Hours _____

IV. Instructional Responsibility

Not applicable to position, check here _____

A. Level of knowledge/expertise required of advisor to successfully accomplish supplemental goals.

1	2	3	4	5
(minimal)	(limited)	(sufficient)	(high)	(exceptional)

B. Level of instruction given during supplemental activity.

1	2	3	4	5
(minimal)	(limited)	(sufficient)	(high)	(exceptional)

Explain:

V. Student Responsibility

Not applicable to position, check here _____

A. Number of students involved in activity. _____

For assistant coaches: Ratio of students: coaches (include head/assistants)

B. Level of ***direct*** supervision required to ensure ***student safety/welfare.***

1	2	3	4	5
(minimal)	(limited)	(sufficient)	(high)	(exceptional)

Explain:

VI. Personnel Responsibility

Not applicable to position, check here _____

A. Number of staff members to oversee _____
(Please do not include volunteers)

Explain (who/when/how/length of time):

APPENDIX F

SUPPLEMENTAL RUBRIC CONVERSION TABLE

GROUP LEVEL	**TOTAL POINTS**
GROUP I	LPDC LICENSURE FACILITATOR
GROUP II	30, 29, 28
GROUP III	27, 26, 25
GROUP IV	24, 23, 22
GROUP V	21, 20, 19
GROUP VI	18, 17, 16
GROUP VII	15, 14
GROUP VIII	13, 12
GROUP IX	11, 10
GROUP X	9 and below

APPENDIX G

HOSPITAL, MEDICAL SURGICAL, MAJOR MEDICAL BENEFITS

APPENDIX G

HOSPITAL, MEDICAL SURGICAL, MAJOR MEDICAL BENEFITS

Your Summary of Benefits

Medical Mutual of Ohio - HSA Plan A

If you enroll in the High Deductible Health Plan you may also enroll in a Health Savings Account. Any money you contribute into this account will be withdrawn from your check before taxes are deducted to help pay for eligible medical, dental and vision expenses and any unused money in your HSA will carry forward. Also, your HSA is yours to keep which means that you can take it with you if you change jobs or retire. If you have any money remaining in your HSA after your retirement, you may withdraw the money as cash. Please check with your tax advisor for more information about possible tax implications.

	HSA Plan A	
	In Network	Out of Network
Deductible		
Single	$6,550	$13,100
*Family**	$13,100	$26,200
Coinsurance	100%	100%
Out of Pocket Maximum		
Single	$6,550	$13,100
*Family**	$13,100	$26,200
Doctor's Office		
Office Visit	100% after deductible	100% after deductible
Preventive Care Services (routine exams, x-rays/tests, immunizations, well baby care and mammograms)	No Cost Share	100% after deductible
Hospital Services		
Emergency Room	100% after deductible	100% after deductible
Urgent Care Center Services	100% after deductible	100% after deductible
Inpatient	100% after deductible	100% after deductible
Outpatient Surgery	100% after deductible	100% after deductible
Ambulance Service	100% after deductible	100% after deductible
Other Services		
Diagnostic Lab/X-ray	100% after deductible	100% after deductible
Diagnostic (MRI, CT Scans, Nuclear Medicine)	100% after deductible	100% after deductible
Rx OC (Express Scripts)		
Retail — Generic/Preferred/Non-Preferred (31 day supply)	100% after deductible	100% after deductible
Direct Mail (90 day supply) Pre-authorization may be required for some drugs	100% after deductible	Not covered

**Eligible Dependents to age 26*

Your Summary of Benefits

Medical Mutual of Ohio - HSA Plan B

If you enroll in the High Deductible Health Plan you may also enroll in a Health Savings Account. Any money you contribute into this account will be withdrawn from your check before taxes are deducted to help pay for eligible medical, dental and vision expenses and any unused money in your HSA will carry forward. Also, your HSA is yours to keep which means that you can take it with you if you change jobs or retire. If you have any money remaining in your HSA after your retirement, you may withdraw the money as cash. Please check with your tax advisor for more information about possible tax implications.

	HSA Plan B	
	In Network	Out of Network
Deductible		
Single	$3,250	$6,500
*Family**	$6,550	$13,100
Coinsurance	100%	100%
Out of Pocket Maximum		
Single	$3,250	$6,500
*Family**	$6,550	$13,100
Doctor's Office		
Office Visit	100% after deductible	100% after deductible
Preventive Care Services (routine exams, x-rays/tests, immunizations, well baby care and mammograms)	No Cost Share	100% after deductible
Hospital Services		
Emergency Room	100% after deductible	100% after deductible
Urgent Care Center Services	100% after deductible	100% after deductible
Inpatient	100% after deductible	100% after deductible
Outpatient Surgery	100% after deductible	100% after deductible
Ambulance Service	100% after deductible	100% after deductible
Other Services		
Diagnostic Lab/X-ray	100% after deductible	100% after deductible
Diagnostic (MRI, CT Scans, Nuclear Medicine)	100% after deductible	100% after deductible
Rx OC (Express Scripts)		
Retail — Generic/Preferred/Non-Preferred (31 day supply)	100% after deductible	100% after deductible
Direct Mail (90 day supply) Pre-authorization may be required for some drugs	100% after deductible	Not covered

Eligible Dependents to age 26

APPENDIX H

DENTAL BENEFITS

DELTA DENTAL

APPENDIX H

DENTAL BENEFITS

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0740-0001, 0002, 0003, 0004, 0099
New Albany-Plain Local Schools

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

Control Plan - Delta Dental of Ohio

Benefit Year - January 1 through December 31

Covered Services -

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

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

DELTA DENTAL

DENTAL BENEFITS

- Three oral exams (including evaluations by a specialist) are payable per calendar year.
- Three prophylaxes (cleanings) are payable per calendar year. One additional periodontal maintenance procedure is payable in the same calendar year for individuals with a documented history of periodontal disease.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are payable once per tooth per five-year period for first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Veneers are payable on incisors and cuspids once per tooth per five-year period when necessary due to fracture or decay. Veneers for cosmetic purposes are not Covered Services.

- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.

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

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

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment or 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 60% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible – $25 Deductible per person total per Benefit Year limited to a maximum Deductible of $75 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, X-rays, brush biopsy, sealants, and orthodontic services.

Waiting Period – Enrollees who are eligible for dental benefits are covered on the first day of the month following date of hire.

Eligible People – All employees of the Contractor who choose the dental plan: PLEA (0001), OPSE (0002), Administrators (0003), Exempt (0004) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (0099), if applicable.

Also eligible are your legal spouse and your children to the end of the month in which they turn 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

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

Benefits will cease on the last day of the month in which the employee is terminated.

ONEAMERICA®

APPENDIX I

GROUP LIFE INSURANCE

Term Life Insurance Policy through American United Life/OneAmerica

Notice of Conversion Rights provided on behalf of the Policy holder

If you would like to continue your current term Life coverage, either the coverage provided by the school (Basic Term Life) or the additional coverage you elected (Voluntary Term Life), you have 2 options to do so. You have 31 days from the date your coverage terminates to complete the forms and submit with payment to AUL. The forms are found on the website listed below. Your Current coverage includes:

Policy number–subgroup# G610712-_____

Board Paid Basic Term Life and AD&D: $_____

Voluntary Term Life and AD&D: $_____

Dependent Term Life option: ___ units. (Each unit = $5,000 on legal spouse and $2,500 on each eligible dependent)

Premiums paid through date: _____

You can find the rates and application online at
www.oneamerica.com/keepmybenefits

Option 1. Portability - Portability is continuing the coverage as a **Term Life Insurance** policy directly with AUL, the policy will terminate upon attainment of age 70. The Portability cost is age-rated and would give you the option to pay either Quarterly, Semi-Annually, or Annually. Rates and forms are provided online. Since this is a guaranteed portability these are automatically rated up and you may be able to get better rates for term Life if you are in good health and willing to answer medical questions.

Option 2. Conversion - Conversion is the option to continue coverage by converting your policy to an individual **Whole Life** policy. Whole Life policies have a higher cost than Term Life but gain cash value.

Rates and forms are provided online. Since this is a guaranteed conversion these are automatically rated up and you may be able to get better rates for whole Life if you are in good health and willing to answer medical questions.

Please contact OneAmerica customer service with any questions at 1-800-553-5318.

ONEAMERICA®

GROUP LIFE INSURANCE

Per Certificate: The conversion privilege is subject to the following: 1) Written application must be made and the first premium must be paid within 31 days after the date of termination of insurance. 2) An individual life insurance policy other than term life insurance, offered by AUL at the time of conversion, may be selected. 3) The premium on the individual life insurance policy must be at AUL's then customary rate applicable to the form and amount of the individual life insurance policy, to the class of risk to which You or Your dependent then belong, and to the individual age attained by You or Your dependent on the effective date of the individual life insurance policy. 4) The individual life insurance conversion policy takes effect on the last day of the application period and is in lieu of all benefits under the policy. If notice of the existence of the conversion right is not given at least 15 days before the expiration of the period during which the conversion application and payment of the first premium must be made under the terms of the policy, You have an additional period within which to exercise the conversion right. The additional conversion application period created to exercise a right of conversion expires 15 days after You are given notice of the conversion right. However, irrespective of the date on which notice is given or of the absence of any notice, the additional conversion application period may not extend beyond 60 days after the expiration date of the period within which conversion application period and payment of the first premium were to be made under the terms of the policy. For purposes of this section, notice of the right of conversion may be given to You in writing, presented to You; mailed by the Participating Unit to Your last known address; or mailed by the insurer to Your last known address as furnished by the Participating Unit.

Provided by: (School)_____

Date:_____

The port and conversion options are briefly described in the letter and the applications and rates can be found at www.oneamerica.com/keepmybenefits

The rates do increase once you leave the school district, but it is a guaranteed continuation, meaning no medical questions asked or physicals to take. I always tell people if they are healthy they could most likely get better rates going through the underwriting process. It is also important to remember these are **Term** life policies and the goal is always to outlive the term. The current length of the term is your length of employment with NAPLS, once you leave you can extend that term to age 70. If you are over 70 when you leave employment you have the conversion to whole life option, but the older you are when you start a whole life policy the more it costs.

Easiest way I know to describe the difference of Term Life vs. Whole Life is comparing it to renting vs. owning a home. When you rent you sign on for a period of time, usually 12 months, pay rent each month and when the period ends you don't have any money invested in that rental property. You sign a new lease or find a new one. This is more like a term life policy, you are covered during the agreed term, it is the least expensive type of life insurance, but it doesn't have any cash value once it ends. Whole life is more like buying a home. It costs more, but it gains cash value and you can borrow against it. It is yours until you sell it or pass away and it goes to your beneficiary. Let me know if you have any other questions. **Accelerated Life Benefit**: Allows employees with Terminal illness, cognitive impairment, or the loss of 1 of 7 activities of daily living, to access up to 75% of the death benefit.

ONEAMERICA®

GROUP LIFE INSURANCE

Death Claim form: This is for both the employee and the dependent. It is confusing since some of the questions are N/A depending on the claim, just fill out what you can and I can ask questions after we look it over. **Day by Day Guide** is a nice guide for helping the family after a loss.

EAP Flyer and **Travel Assistance**: These are included on both the Board Paid Basic coverage as well as the voluntary so all employees and their families can take advantage of these benefits.

FAQ Sick Leave and **Waiver of Premium**: anyone that is going out on an extended sick leave we recommend handing this out. HIPAA keeps us from asking why they are on sick leave, but they may qualify to keep their insurance at no cost to them. My information is at the bottom if they have specific questions.

Statement of Insurability and cover letter: this is for employees that are late entrants, wanting to increase current amounts, or add dependents after the initial enrollment with the Guaranteed Issue. They would need to complete the medical questions and be underwritten and approved. They can use this form to decrease or drop coverage as well.

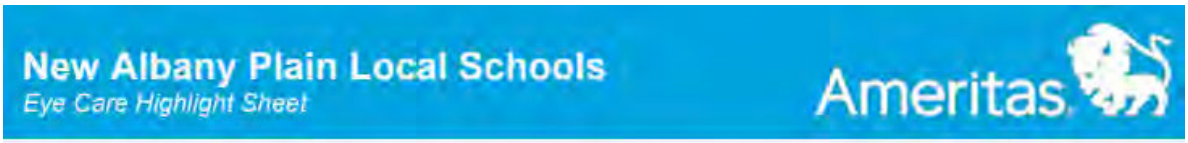
Employee Change Form: This is for address changes, marital status change, or terminate coverage. As with medical, marriage is a qualifying event to add the dependent coverage with the guaranteed issue as long as they make the change within 31 days of the event date. The employee also has the option at this time to add $10,000 worth of coverage to their benefit if they wish without any medical questions.

Beneficiary form: You have this, but I'll add it again so you have everything in one email. If someone needs to change a beneficiary they can use this same form. AUL uses the most recently signed and dated form.

Continuation Rights Summary: This is for employees that retire, terminate, or leave employment that wish to continue their insurance. They can continue both the board paid Basic and the voluntary term life if they wish. The applications are online, this form gives them a brief explanation of the 2 options and where to find the application and rates.

APPENDIX I

VISION BENEFITS



Plan 1: ViewPointe® Plan H Summary — **Effective Date: 1/1/2024**

	EyeMed Insight Network	Out of Network
Deductibles	$15 Exam $15 Eye Glass Lenses	No deductible
Annual Eye Exam	Covered in full	Up to $35
Lenses (per pair)		
Single Vision	Covered in full	Up to $25
Bifocal	Covered in full	Up to $40
Trifocal	Covered in full	Up to $55
Lenticular	20% discount	No benefit
Progressive	See lens options	NA
Contacts		
Fit & Follow Up Exams		
Standard	Standard: Member cost up to $40	No benefit
Premium (Allowance)	Premium: 10% off of retail	No benefit
Elective	Up to $130	Up to $104
Medically Necessary	Covered in full	Up to $200
Frame Allowance	$130	Up to $65
Frequencies (months)		
Exam/Lens/Frame	12/12/12 Based on date of service	12/12/12 Based on date of service

Lens Options (member cost)

	EyeMed Insight Network	Out of Network
Progressive Lenses		
Standard	$65 + lens deductible	No benefit
Premium		
Tier 1	$85 + lens deductible	No benefit
Tier 2	$95 + lens deductible	No benefit
Tier 3	$110 + lens deductible	No benefit
Tier 4	$65 plus 80% of charge less $120 allowance	No benefit
Std. Polycarbonate	$40	No benefit
Tint (solid and gradient)	$15	No benefit
Scratch Resistant Coating	$15	No benefit
Anti-Reflective Coating		
Standard	$45	No benefit
Premium		
Tier 1	$57	No benefit
Tier 2	$68	No benefit
Tier 3	80% of the charge	No benefit
Ultraviolet Coating	$15	No benefit
Lasik or PRK	Average discount of 15% off retail price or 5% off promotional price at US Laser Network participating providers.	No benefit

Monthly Rates

Employee Only (EE)	$6.92
EE + Family	$17.52

VISION BENEFITS

New Albany Plain Local Schools

Eye Care Highlight Sheet

Ameritas

Plan 1: Focus® Plan Summary — **Effective Date: 1/1/2024**

	VSP Choice Network + Affiliates	Out of Network
Deductibles		
	$15 Exam	$15 Exam
	$15 Eye Glass Lenses or Frames*	$15 Eye Glass Lenses or Frames
Annual Eye Exam	Covered in full	Up to $45
Lenses (per pair)		
Single Vision	Covered in full	Up to $30
Bifocal	Covered in full	Up to $50
Trifocal	Covered in full	Up to $65
Lenticular	Covered in full	Up to $100
Progressive	See lens options	NA
Contacts		
Fit & Follow Up Exams	Member cost up to $60	No benefit
Elective	Up to $130	Up to $105
Medically Necessary	Covered in full	Up to $210
Frame Allowance	$130**	Up to $70
Frequencies (months)		
Exam/Lens/Frame	12/12/12	12/12/12
	Based on date of service	Based on date of service

**Deductible applies to a complete pair of glasses or to frames, whichever is selected.*
***The Costco and Walmart allowance will be the wholesale equivalent.*

Lens Options (member cost)*

	VSP Choice Network + Affiliates (Other than Costco)	Out of Network
Progressive Lenses	Up to provider's contracted fee for Lined Bifocal Lenses. The patient is responsible for the difference between the base lens and the Progressive Lens charge.	Up to Lined Bifocal allowance.
Std. Polycarbonate	Covered in full for dependent children $33 adults	No benefit
Solid Plastic Dye	$15 (except Pink I & II)	No benefit
Plastic Gradient Dye	$17	No benefit
Photochromatic Lenses (Glass & Plastic)	$31-$82	No benefit
Scratch Resistant Coating	$17-$33	No benefit
Anti-Reflective Coating	$43-$85	No benefit
Ultraviolet Coating	$16	No benefit

**Lens Option member costs vary by prescription, option chosen and retail locations.*

Monthly Rates

Employee Only (EE)	$6.92
EE + Family	$17.52

APPENDIX J

Certified Salary Schedule Index
Effective 07/1/2024

Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40
	1	2	3	4	5	6	7	8
0	1.00000	1.03600	1.07330	1.16989	1.21201	1.25564	1.30084	1.34767
1	1.03001	1.06708	1.10549	1.19913	1.24230	1.28704	1.33336	1.38136
2	1.06090	1.09909	1.13865	1.22912	1.27335	1.31922	1.36670	1.41589
3	1.09273	1.13205	1.17281	1.25984	1.30519	1.35221	1.40086	1.45129
4	1.12552	1.16602	1.20799	1.29135	1.33782	1.38602	1.43589	1.48759
5	1.15929	1.20101	1.24424	1.32364	1.37127	1.42068	1.47179	1.52477
6	1.19406	1.23704	1.28158	1.35673	1.40556	1.45619	1.50858	1.56289
7	1.22988	1.27416	1.32002	1.39065	1.44070	1.49259	1.54629	1.60197
8	1.26678	1.31239	1.35962	1.42542	1.47671	1.52991	1.58496	1.64203
9	1.30479	1.35175	1.40042	1.46106	1.51363	1.56816	1.62458	1.68309
10	1.34394	1.39231	1.44244	1.49760	1.55147	1.60737	1.66520	1.72517
11	1.38426	1.43408	1.48572	1.53504	1.59027	1.64756	1.70683	1.76829
12	1.42579	1.47710	1.53028	1.57342	1.63002	1.68874	1.74949	1.81251
13	1.46857	1.52142	1.57619	1.61276	1.67077	1.73096	1.79323	1.85783
14	1.51263	1.56707	1.62347	1.65308	1.71255	1.77423	1.83805	1.90428
15	1.55802	1.61409	1.67216	1.69440	1.75537	1.81860	1.88401	1.95189
16	1.59697	1.65445	1.71396	1.73677	1.79926	1.86407	1.93111	2.00070
17	1.63689	1.69582	1.75680	1.78020	1.84423	1.91068	1.97939	2.05072
18	1.67782	1.73820	1.80074	1.82469	1.89034	1.95844	2.02887	2.10198
19	1.71977	1.78165	1.84575	1.87032	1.93760	2.00740	2.07959	2.15453
20	1.76277	1.82619	1.89190	1.91708	1.98603	2.05757	2.13157	2.20840
21	1.80683	1.87184	1.93921	1.96501	2.03568	2.10901	2.18486	2.26360
22	1.85200	1.91864	1.98768	2.01414	2.08658	2.16173	2.23947	2.32020
23	1.89830	1.96660	2.03738	2.06449	2.13873	2.21578	2.29546	2.37821
24	1.94576	2.01577	2.08832	2.11610	2.19219	2.27118	2.35284	2.43767
25	1.99441	2.06617	2.14052	2.16900	2.24700	2.32797	2.41165	2.49862
26	2.04428	2.11782	2.19402	2.22322	2.30318	2.38617	2.47194	2.56109

APPENDIX K

FY 25 CERTIFIED SALARY SCHEDULE

Effective 7/1/2024

Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40
	1	2	3	4	5	6	7	8
0	47,108	48,804	50,561	55,111	57,095	59,151	61,280	63,486
1	48,522	50,268	52,077	56,489	58,522	60,630	62,812	65,073
2	49,977	51,776	53,639	57,901	59,985	62,146	64,382	66,700
3	51,476	53,329	55,249	59,349	61,485	63,700	65,992	68,367
4	53,021	54,929	56,906	60,833	63,022	65,293	67,642	70,077
5	54,612	56,577	58,614	62,354	64,598	66,925	69,333	71,829
6	56,250	58,274	60,373	63,913	66,213	68,598	71,066	73,625
7	57,937	60,023	62,183	65,511	67,868	70,313	72,843	75,466
8	59,675	61,824	64,049	67,149	69,565	72,071	74,664	77,353
9	61,466	63,678	65,971	68,828	71,304	73,873	76,531	79,287
10	63,310	65,589	67,950	70,549	73,087	75,720	78,444	81,269
11	65,210	67,557	69,989	72,313	74,914	77,613	80,405	83,301
12	67,166	69,583	72,088	74,121	76,787	79,553	82,415	85,384
13	69,181	71,671	74,251	75,974	78,707	81,542	84,475	87,519
14	71,257	73,821	76,478	77,873	80,675	83,580	86,587	89,707
15	73,395	76,037	78,772	79,820	82,692	85,671	88,752	91,950
16	75,230	77,938	80,741	81,816	84,759	87,813	90,971	94,249
17	77,111	79,887	82,759	83,862	86,878	90,008	93,245	96,605
18	79,039	81,883	84,829	85,957	89,050	92,258	95,576	99,020
19	81,015	83,930	86,950	88,107	91,276	94,565	97,965	101,496
20	83,041	86,028	89,124	90,310	93,558	96,928	100,414	104,033
21	85,116	88,179	91,352	92,568	95,897	99,351	102,924	106,634
22	87,244	90,383	93,636	94,882	98,295	101,835	105,497	109,300
23	89,425	92,643	95,977	97,254	100,751	104,381	108,134	112,033
24	91,661	94,959	98,377	99,685	103,270	106,991	110,838	114,834
25	93,953	97,333	100,836	102,177	105,852	109,666	113,608	117,705
26	96,302	99,766	103,356	104,731	108,498	112,408	116,448	120,648

FY 26 CERTIFIED SALARY SCHEDULE

Effective 7/1/2025

Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40
	1	2	3	4	5	6	7	8
0	48,286	50,024	51,825	56,489	58,523	60,629	62,812	65,073
1	49,735	51,525	53,379	57,901	59,985	62,146	64,382	66,700
2	51,226	53,070	54,981	59,349	61,485	63,699	65,992	68,367
3	52,763	54,662	56,630	60,832	63,022	65,292	67,642	70,077
4	54,347	56,302	58,329	62,354	64,598	66,925	69,333	71,829
5	55,977	57,992	60,079	63,913	66,213	68,599	71,066	73,625
6	57,656	59,731	61,882	65,511	67,868	70,313	72,843	75,465
7	59,386	61,524	63,738	67,149	69,565	72,071	74,664	77,352
8	61,167	63,370	65,650	68,827	71,304	73,873	76,531	79,287
9	63,003	65,270	67,620	70,548	73,087	75,720	78,444	81,269
10	64,893	67,229	69,649	72,313	74,914	77,613	80,405	83,301
11	66,840	69,246	71,739	74,120	76,787	79,554	82,415	85,383
12	68,845	71,323	73,891	75,974	78,707	81,542	84,475	87,518
13	70,911	73,463	76,107	77,873	80,674	83,581	86,587	89,707
14	73,038	75,667	78,390	79,820	82,692	85,670	88,752	91,949
15	75,230	77,937	80,741	81,815	84,759	87,812	90,971	94,248
16	77,111	79,886	82,760	83,861	86,879	90,008	93,245	96,605
17	79,038	81,884	84,828	85,958	89,050	92,259	95,576	99,020
18	81,015	83,930	86,950	88,106	91,276	94,565	97,965	101,496
19	83,040	86,028	89,123	90,310	93,558	96,929	100,414	104,033
20	85,117	88,179	91,352	92,568	95,897	99,351	102,924	106,634
21	87,244	90,383	93,636	94,882	98,294	101,835	105,497	109,300
22	89,425	92,643	95,977	97,254	100,752	104,381	108,134	112,032
23	91,661	94,959	98,376	99,685	103,270	106,990	110,838	114,834
24	93,952	97,333	100,836	102,177	105,851	109,666	113,609	117,705
25	96,301	99,766	103,357	104,732	108,498	112,408	116,448	120,648
26	98,709	102,260	105,940	107,350	111,211	115,218	119,359	123,664

FY 27 CERTIFIED SALARY SCHEDULE

Effective 7/1/2026

Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40
	1	2	3	4	5	6	7	8
0	49,493	51,275	53,121	57,902	59,986	62,146	64,383	66,700
1	50,978	52,813	54,714	59,349	61,485	63,700	65,992	68,368
2	52,507	54,397	56,355	60,833	63,022	65,292	67,642	70,077
3	54,083	56,029	58,046	62,353	64,598	66,925	69,333	71,829
4	55,706	57,710	59,787	63,913	66,213	68,598	71,067	73,626
5	57,377	59,442	61,581	65,511	67,868	70,314	72,844	75,466
6	59,098	61,225	63,429	67,149	69,566	72,071	74,664	77,352
7	60,871	63,062	65,332	68,828	71,305	73,873	76,531	79,287
8	62,697	64,954	67,292	70,549	73,087	75,720	78,445	81,269
9	64,578	66,902	69,311	72,312	74,914	77,613	80,406	83,301
10	66,516	68,910	71,391	74,121	76,787	79,554	82,416	85,384
11	68,511	70,977	73,533	75,974	78,707	81,543	84,476	87,518
12	70,567	73,106	75,738	77,874	80,675	83,581	86,588	89,707
13	72,684	75,300	78,011	79,821	82,692	85,671	88,753	91,950
14	74,865	77,559	80,351	81,816	84,759	87,812	90,971	94,249
15	77,111	79,886	82,760	83,861	86,879	90,008	93,246	96,605
16	79,039	81,884	84,829	85,958	89,051	92,259	95,577	99,021
17	81,015	83,931	86,950	88,108	91,277	94,566	97,966	101,497
18	83,041	86,029	89,124	90,310	93,559	96,929	100,415	104,034
19	85,117	88,179	91,352	92,568	95,898	99,353	102,925	106,634
20	87,245	90,384	93,636	94,882	98,295	101,836	105,498	109,301
21	89,426	92,643	95,978	97,255	100,752	104,382	108,136	112,033
22	91,661	94,960	98,377	99,686	103,271	106,991	110,838	114,834
23	93,953	97,333	100,836	102,178	105,852	109,666	113,610	117,705
24	96,302	99,767	103,358	104,732	108,498	112,408	116,449	120,648
25	98,710	102,261	105,941	107,351	111,211	115,219	119,360	123,665
26	101,178	104,818	108,589	110,034	113,992	118,099	122,344	126,756

APPENDIX L

Committee Activation Form

1. Purpose (include reference to the specific Strategies Plan goal and objective):

2. Charge (include reference to the product that will be generated):

3. Membership: Chairperson _____

Member _____

Member _____

Member _____

Member _____

Member _____

4. Authorization: _____ at _____ per member.
Director of Teaching & Learning

_____ _____
Superintendent Treasurer

5. Monitoring checklist:

Date	Action
_____	Activation form submitted and approved
_____	Work plan submitted
_____	Product rubric submitted
_____	Final product submitted

11/96

APPENDIX M

Educational Options

TYPE	DEFINITION	RESPONSIBILITY			EVALUATION	TIME REQUIRED
		TEACHER	STUDENT	ADMIN/ GUIDANCE		Per semester
Approved Program of Study Courses with scheduling conflicts	Instruction by certificated faculty for students affected by scheduling conflict not to exceed 5 students	*Teacher approval *Instruction of the requirements of the course syllabus	*Complete and submit application to guidance office. *Maintain communication with teacher *Complete evaluation *Meet the requirements of the course syllabus	Administration- *Administrative/Budget approval Guidance- *Process student applications. *Notify Dept. Chairs of student applications	According to course syllabus	Prep, Meetings and Evaluation: Will be determined by the teacher on a case by case basis

TYPE	DEFINITION	RESPONSIBILITY			EVALUATION	TIME REQUIRED
		TEACHER	STUDENT	ADMIN/ GUIDANCE		Per semester
Independent Study	*Activity pursued by an individual pupil under the direction of a certificated member of the school faculty *Maximum of 2 students	*Teacher approval *Review, discuss, and finalize academic plan (with rationale and expectation) with student and submit to guidance *Regularly scheduled collaboration (monitoring) with student *Assist student in defining goals and methods *Design and administer evaluation	*Generate and submit the concept, plan and application for the IS in a timely manner *Responsible for maintaining communication with teacher *Responsible for the work to be completed as planned *Complete evaluation *Meet the criteria of the plan	Administration *Administrative/Budget approval Guidance- *Review and approve academic plan in compliance with state minimum standards *Process student applications. *Notify Dept. Chairs of student applications	Designed specifically to the intended goals as stated in the education plan.	Prep, Meetings and Evaluation: Will be determined by the teacher on a case by case basis

Appendix **N**

Credit Recovery

		Responsibilities	Responsibilities	Responsibilities	Responsibilities		
Type	Definition	Teacher	Student	Administration	Credit Recovery Coordinator:	Student approval process	Time required
Approved program enrollment for recovery of credit or first-time credit under the current credit recovery program.	Academic Credit pursued by a student identified as credit deficient, expulsion or other reason as mutually agreed to by the department chair(s) (relevant to courses being considered), the building administration, and the certificated/ licensed faculty who will do the monitoring.	Department Chair(s): *Approval of student application. Review & selection of courses covered by the current credit recovery program. [Review and approve that program/course offered are in compliance with state standards as set forth by Ohio Content Standards.] Classroom Teacher: *Approval if student is leaving regular course offerings. Teacher assigned from department Regular systematic monitoring of student progress. Proctor student at end of course assessment in school setting.	*Maintain regularly scheduled communication with teacher as contracted. *Work to complete the credit recovery course as contracted. *Successfully complete end of course evaluation *Meet the criteria of the individual student contract.	Administration: *Oversee the administration of the program/ budget approval. Review & selection of courses covered by the current credit recovery program. [Review and approve that program/course offered is in compliance with state standards as set forth by Ohio Content Standards.]	* Process student application. (See attachment "A") *Notify Dept. Chair or program coordinator of student application. *Student responsibility contract developed for each student. Signed copies shall be provided to all listed responsible parties.	Consideration of student's application will be specified through approved IAT plan, 504 plan or academic counselor's plan for general education students (see Appendix R). Students identified with special needs will be considered through the IEP team	Courses taken during the school year must be completed within the school calendar. Courses taken during the summer must be completed during the summer. Request for extension will be evaluated by assigned teacher, dept. chair(s), and IAT for at risk students; Counselors for 504 students; IEP Team for students with identified special needs on a case by case basis Meeting schedules and evaluations will be determined on a case by case basis.

APPENDIX **O**

Student Credit Recovery Application Form

Student_____ Grade _____ Date _____

Requested by _____

Course(s) Requested: _____

_____

Reason(s) to Apply for Credit Recovery:

- ☐ Credit Deficient
- ☐ Intervention/Skill Building
- ☐ Mid-Year Transfer Student
- ☐ Required Course Schedule Conflict
- ☐ Behavior
- ☐ IAT Recommendation
- ☐ 504 Team Recommendations
- ☐ IEP Team Recommendations
- ☐ Other_____

Instruction Setting
Supporting Documents:
(please attach all that apply)

- ☐ IAT/504 Plan
- ☐ IEP
- ☐ Transcript
- ☐ Schedule
- ☐ Discipline records
- ☐ Behavior Support Plan
- ☐ Attendance Records
- ☐ Letter from licensed professional
  (Doctor, psychologist, social worker, etc.)
- ☐ Other _____

- ☐ Monitoring Assignment
  (school calendar)
- ☐ Home Instruction
- ☐ Summer Coursework
- ☐ Other_____

Rationale: _____

_____

_____

_____

☐ Approve ☐ Deny	_____ Classroom teacher (If w/d from class)	_____ SIGNATURE
☐ Approve ☐ Deny	_____ NAME/TITLE (Assigned teacher)	_____ SIGNATURE
☐ Approve ☐ Deny	_____ NAME/TITLE Department Chair if applicable)	_____ SIGNATURE
☐ Approve ☐ Deny	_____ NAME/TITLE (Credit Recovery Coordinator)	_____ SIGNATURE
☐ Approve ☐ Deny	_____ NAME/TITLE (Administrator)	_____ SIGNATURE

APPENDIX **P**

Student Credit Recovery Contract

Student's Name:_____Current Grade:___ School Year: _____

☐Current IEP ☐Current 504 Date of Enrollment:
☐Currently Enrolled in Credit Recovery ☐New Enrollment

Reason For Credit Recovery: ☐Credit Recoupment ☐Scheduling Conflict ☐Home Instruction Support ☐Other: ___

Course: _____

Brief Description:

Credit Recovery Staffing:

Teacher Monitor:_____**Aide Monitor**:_____

Student will complete class: ☐During school day ☐Outside school day ☐ Summer School

Suggested Plan for Course Completion:_____

_____

_____

Teacher Contact hours, beyond contract day, approved up to _____hours

Department Chair Approval ☐ Signature: _____

Classroom teacher approval (if applicable) Signature: _____

Teacher Monitor Signature:_____

Aide Monitor Signature (where applicable):_____

Credit Recovery Coordinator signature:_____

Student Academic Contract for success:

Start date agreed to: _____

Student signature: _____

Personal goals for success:

Student Reflection on course experience:

Course Completed: ☐ Date: _____Staff Notified (date)_____ Student Notified (date)_____

APPENDIX **Q1**

Credit Flexibility: Educational Option Final Presentation Evaluation Panel Rubric

	4/Exemplary	3/Proficient	2/Basic	1/Unsatisfactory	0
Subject Knowledge	Demonstrates mastery of the course material; learning is overwhelmingly evident. Clearly defines the topic and/or core questions and significance. Provides evidence of extensive and valid research from multiple and varied credible sources. Skillfully develops unique insights based on key findings and points related to core questions.	Demonstrates proficiency in the course material; learning is clearly evident. Clearly defines the topic and/or core questions. Provides evidence of wide-ranging and valid research from multiple and varied credible sources. Skillfully develops insights based on key findings and points related to core questions.	Demonstrates sound knowledge of the course material; learning is evident. Defines the topic and/or core questions. Provides evidence of valid research from multiple and varied credible sources. Develops insights based on key findings and points related to core questions.	Demonstrates little knowledge of the course material; learning is not clearly evident. Does not clearly define the topic and/or core questions. Presentation does not clearly address the core question. Provides little or unconvincing evidence of valid research from multiple and varied credible sources. Lacks insights based on key findings and points related to core questions.	Demonstrates little to no knowledge of the course material; learning is not evident. Topic and/or core questions are unclear. Presentation does not address the core question. Provides no evidence of valid research. Lacks insights based on key findings and points related to core questions.
Response to Questions	Addresses each question knowledgably, coherently, and with confidence in knowledge gained. Strongly clarifies and defends positions with relevant evidence.	Addresses the majority of questions knowledgably, coherently, and with confidence in knowledge gained. Clarifies and defends positions with relevant evidence.	Attempts to answer each question, but lacks knowledge to confidently or coherently answer fully. Mostly clarifies and defends positions with relevant evidence.	Attempts to answer each question, but answers some incoherently, incompletely, or with irrelevant/incorrect information. Mostly clarifies and defends positions with somewhat relevant evidence.	Does not attempt to answer each question or answers them incoherently, incompletely, and with irrelevant/incorrect information. Does not clarify and defend positions with relevant evidence.
Organization and Coherence	Presentation and all materials are logically organized; presentation contains a clear and creative perspective. All main points have supporting details. Stays on topic.	Presentation and all materials are organized; presentation contains a clear perspective; All main points have supporting details. Mostly stays on topic.	Most of presentation and materials are organized; presentation contains a mostly clear perspective. Most main points have supporting details. Strays from topic occasionally.	Presentation and materials are not well organized; presentation does not contain a clear perspective. Most main points have supporting details, but they are not convincing. Strays from topic.	Presentation and materials are not organized; presentation lacks a perspective. Main points are missing supporting details. Strays from topic and lacks conclusion.

Presentation Skills	Speaker's voice is clear and easy to hear, showing strong confidence in knowledge gained. All non-verbal cues including eye contact, poise, and gestures add to the quality of presentation. Presentation is clearly well-rehearsed.	Speaker's voice mostly is clear and easy to hear, showing confidence in knowledge gained. Most non-verbal cues including eye contact, poise, and gestures add to the quality of presentation. Presentation is well-rehearsed.	Speaker's voice is somewhat clear and easy to hear, showing some confidence in knowledge gained. Some non-verbal cues including eye contact, poise, and gestures add to the quality of presentation. Presentation is somewhat well-rehearsed.	Speaker's voice is not clear and/or easy to hear, showing a lack of confidence in knowledge gained. Non-verbal cues including eye contact, poise, and gestures detract from the quality of presentation. Presentation is not well-rehearsed.	Speaker's voice is difficult to hear. All non-verbal cues including eye contact, poise, and gestures show lack of confidence. Presentation seems to have not been rehearsed.
Media Use (If applicable)	Creatively uses a variety of effective visual aids and/or other methods of delivery. Media has no errors and enhances presentation.	Uses a variety of effective visual aids and/or other methods of delivery. Media has no errors and adds to presentation.	Moderately ineffective visual aids and/or other methods of delivery. Media has errors and/or does not add to presentation.	Ineffective visual aids and/or other methods of delivery. Media has numerous errors and/or detracts from presentation.	No visual aids and/or other methods of delivery. Media has overwhelming errors and greatly detracts from presentation.
Goal #1:	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.
Goal #2:	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.
Goal #3:	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.
Goal #4:	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.

Additional goals stated on Credit Flexibility Educational Option Proposal should be added to rubric.

APPENDIX **Q2**

New Albany High School
Credit Flexibility: Educational Option Evaluation

Preparation for panel evaluation: The space below is for you to create your detailed plan for your required presentation. This plan is intended to guide you and allow your evaluators to anticipate and understand each step of your presentation. Please review the Credit Flexibility: Educational Option Evaluation Rubric as you design your presentation. Presentations should be 10-15 minutes in length with additional time for evaluators to ask questions. Be sure to describe how you achieved the goals of your study. Artifacts produced during the project should be available to the evaluators. These can include but are not limited to research papers, artwork, video, construction, et cetera.

Upon completion of this form, submit it to your Teacher of Record. Your Teacher of Record will contact you to set up a final evaluation of your Credit Flexibility Educational Option course. The evaluation panel may invite your mentor and/or other outside expert to advise in the final evaluation.

Projects must be completed and presentations prepared by September 15, December 15, or May 15.

New Albany High School Credit Flexibility: Educational Option Evaluation

Student Name (print):

_____

Course Title:

_____

Teacher of Record:

_____

Date of evaluation: _____

Evaluation Panel Feedback:

Final Presentation Grade:

APPENDIX **Q3**

New Albany High School
Credit Flexibility: Educational Option Progress Monitoring

This form should be completed at least monthly to account for your progress toward your course goal and illustrate your preparation for your final presentation. You will use a separate form for your final product/project evaluation and grade determination. Upon completion of this progress monitoring form, return it to your Teacher of Record. The Teacher of Record will contact you to set up your final evaluation. If you had a mentor, include a letter from your mentor documenting your progress.

This form is your specific record of all you do in your course. Each time you work on any aspect of your project, use this space to record your activities. You may include additional attachments as necessary. There should be sufficient documentation for a monthly review of progress by the Teacher of Record. Insufficient documentation could affect your grade and athletic eligibility. All New Albany-Plain Local School District grading policies and guidelines apply.

Student Name (print):

_____

Course Title:

_____

Projected Course Completion Date:

_____

Teacher of Record:

_____

Date progress monitoring form submitted:

Date	Time Spent	Activity/Benchmark Assessment	Progress towards Goals	Comments	Teacher of Record initials

APPENDIX **Q4**

Credit Flexibility: Educational Option Proposal Rubric

Criteria	0	1	2	3	4
Purpose: experience outside classroom	Missing	Unclear	Similar to current classroom experience	Project stretches classroom experience	Project can only be done outside of classroom experience
Goals: Personal and academic	Missing	Unclear	Option meets personal goals; lacks academic goals	Option meets academic goals; lacks personal goals	Option meets personal and academic goals
Curriculum: Alignment to NAPLS curriculum if applicable	Missing	30%	65%	80%	100%
Resources: Human and material	Missing	Incomplete	Resources documented	Resources documented and some arrangements made	Resources documented and arrangements made
Plan: Benchmark Assessments	Missing	Does not include quarterly benchmark assessments	Does not include appropriate quarterly benchmark assessments	Includes appropriate quarterly benchmark assessments	Includes clear and appropriate quarterly benchmark assessments
Plan: Assessment relevance to proposed course	Missing	Assessments not relevant to proposed course	Low assessment relevance to proposed course	Adequate assessment relevance to proposed course	High assessment relevance to proposed course
Plan: Demonstration of learning	Missing	Plan minimally addresses demonstration of course content	Plan minimally addresses demonstration of mastery of course content	Plan includes demonstration of mastery of course content	Plan requires clear demonstration of mastery of course content
Plan: Timeline	Missing	Incomplete	Does not include monthly checkpoints	Includes monthly checkpoints	Includes clearly defined monthly checkpoints
Comments					

Proposal must score a minimum of 3 in every applicable category for approval.

APPENDIX **Q5**

New Albany Plain Local School District

Credit Flexibility Proficiency Option

1. Each department will develop their own proficiency standards

   a) Departmental Assessment(s) – Departments must determine essential learnings and develop assessments, based on State of Ohio Academic Content Standards, curriculum and assessment maps, and other department curriculum documents.

   b) Departments are encouraged to have multiple elements to their exams, including a performance component (e.g. a multiple-choice section and an essay section or a written section and a lab or performance component). Exams may be given in parts.

   c) Students may be asked to bring a portfolio of artwork, writing, etc., to demonstrate elements of a course not able to be assessed during an exam time.

   d) Proficiency Exams/Assessments may be generated from questions used throughout the course on other exams.

   e) Multiple staff members should create each exam (e.g. each department should generate the Proficiency Exam/ Assessment for each subject).

   f) Department Chairs and other department members should look over each Proficiency Exam/Assessment to ensure consistency.

   g) Proficiency Exams/Assessments must be prepared and ready to present at the March 2011 Department Chair Meeting.

   h) Proficiency Exams/Assessments will be finalized by June 3, 2011.

2. Proficiency Examinations will take place several times annually.

   a) December and June administration of Credit Flexibility Proficiency Examinations will be held during semester examinations.

   b) If there is a summer administration, each subject area will have a scheduled date and time for test administration.

   c) Staff will be compensated for administering and assessing exams/assessments outside of the teacher contract day/year.

   d) There will be NO administration of Proficiency Examinations/ Assessments for testing out of courses for the 2010-2011 School Year.

3. Proficiency Option Timelines

   a) Application will be completed by student and submitted to the New Albany High School Guidance Office for departmental review.

   b) To initiate the process Friday, April 13, 2011 will be the first application deadline and the first administration of Proficiency Exams/Assessments will occur no later than August 2011.

   c) The application must be completed two months in advance of the test: June 1 for the August administration; October 15 for exam/assessment administration which will occur during first semester exam week; and April 15 for exam/assessment administration which will occur during second semester exam week.

   d) Once approved, student may withdraw from proficiency option no later than two (2) weeks prior to the scheduled exam date. Any waivers to this will be considered on a case by case basis.

   e) A letter will be sent home to parents confirming which test(s) their child has requested and the dates and times of the assessment.

4. Students will gain credit for a minimum of 65% on the proficiency exam/assessment, but it is recommended they have 80% to move on to the next course. Students who do not earn at least an 80% will be provided recommendations from the department.

5. Exam/Assessment grading will take place within each department.

   a) Exams/Assessments must be scored in a timely manner. The target time will be five days to grade an exam and publish results.

   b) The exam/assessment score will be the final grade for the course and will be posted on the student's transcript.

   c) Credit is awarded as per department guidelines.

   d) Departments will determine which department member will evaluate each assessment.

6. A student may apply to take a Proficiency Exam/Assessment once enrolled in a full year course if they apply by the October deadline. No April applications will be accepted for full year courses which the student is currently enrolled.

   a) A student may elect, during the drop/add time at the beginning of a course, to drop a course and register for Proficiency Exam/Assessment for that course.

b) After failing a course, a student may register for the next round of Proficiency testing for that subject as a means of credit recovery.

7. A student may not apply to take a Proficiency Exam/Assessment once enrolled in a semester course after the drop/add period.

   a) A student may elect, during the drop/add time at the beginning of a course, to drop a course and register for Proficiency Exam/Assessment for that course.

   b) After failing a course, a student may register for the next round of Proficiency testing for that subject as a means of credit recovery.

8. A student may not retake a Proficiency Exam/Assessment. If a student wishes to replace the grade on the assessment, they must successfully attend the full length of the course and complete all course requirements.

9. The building and district administration may review exams for appropriate levels of rigor.

10. The appeal process for issues that arise in the application process and exam/assessment is as follows:

    a) An appeal should be initiated in writing and submitted to the Building Principal within 10 days of the assessment scoring or application decision.

    b) The Principal, Department Chair and appropriate department members shall review the appeal. The decision will be shared with appropriate parties and will be documented in writing for the student and parent.

    c) Department Chairs will maintain documentation/recording of the application review process and exams in the event of an appeal.

    d) Appeals that cannot be resolved at the building level may be appealed to the Director of Secondary Education. All decisions of the Director Secondary Education are final.

APPENDIX **Q6**

Educational Options

1. Students will complete an Educational Options Request Form and submit it to the High School Guidance Office.

2. Counselors and Teachers will be available as resources to assist students as they develop proposals.

3. If a student proposes to participate in a mentorship type experience, the student must include a letter from the cooperating mentor confirming this arrangement.

4. If a student proposes to participate in online instruction, district administration will verify that the online provider is accredited, aligned with State of Ohio academic standards, and all online instructors meet Ohio HQT requirements.

5. New Albany-Plain Local Schools is not obligated to provide resources for completing coursework. Any NAPLS resources utilized must have prior approval from administration.

6. April 15, October 15, and June 1 will be the deadlines for submitting Educational Options Request Form to the New Albany High School Guidance Office. (These dates coincide with the Proficiency Option deadlines.) Guidance Office will send a copy of the proposal to Department Chair and Administrator.

7. Departments will review all proposals and provide recommendations to the building Flexible Credit Team (Building Administrator, Relevant Department Chair, Ad Hoc Flex Credit Committee, relevant staff members). Departments shall meet to discuss and identify a Teacher of Record (TOR) for each proposal.

8. The building Flexible Credit Team will have the responsibility to review the departmental recommendations and approve all Educational Options Request Forms.

9. Credit will be granted for what students learn from their experiences, not just having an experience.

10. The educational option proposal must have prior approval before the learning experience.

11. During the course of the project, students must track and document their monthly progress. There shall be sufficient documentation for a determination of progress by the Teacher of Record.

12. The Teacher of Record and student will meet a minimum of once per month or more if deemed necessary by the TOR or student. This meeting can include district email, district phone, face-to-face, or other approved means of district communication.

13. Students will develop and present a product or products that demonstrate their learning (reflection paper, portfolio, etc.) to a panel of NAHS certificated staff with representation

from each relevant department. Outside "experts" may be called upon to advise the panel on the learning evidence presented. Projects must be submitted by September 15, December 15, or May 15.

14. Coordination and oversight of progress on the education option will come from teacher of record with departmental support.

15. Grades will be determined by a building wide rubric.

16. The appeal process for issues that arise in the proposal process and exam/assessment is as follows:

    a) An appeal should be initiated in writing and submitted to the building Principal within 10 days of the proposal or evaluation decision.

    b) The building Credit Flex Team shall review the appeal. The decision will be shared with appropriate parties and will be documented in writing for the student and parent.

    c) Department Chairs will maintain documentation of the proposal review process in the event of an appeal. The Teachers of Record will maintain documentation of the progress submitted by student and evaluations in the event of an appeal.

    d) Appeals which cannot be resolved at the building level may be appealed to the Director of Secondary Education. All decisions of the Director of Secondary Education are final.

APPENDIX **Q7**

New Albany High School
Credit Flexibility: Educational Option Request Form

This completed form is due to Guidance by May 15 for 1st semester approval, April 15 for summer semester approval, and October 15 for 2nd semester approval.

Student Name (print): _____

Student ID Number: _____ Current Grade Level: _____

Student Phone: _____ Parent/Guardian Phone: _____

Student Email Address: _____

Parent/Guardian Email Address: _____

Proficiency Exam/Assessment Option NAHS course title that you wish to take the exams/assessments for: _____

_____

Other Educational Option: Proposed Course Title (if this proposed course is intended to replace a NAHS course, also include name of the NAHS course: _____

Proposed Course Completion Date: _____ Proposed Credit Hours: _____

- New Albany-Plain Local School District is not obligated to provide resources for Educational Options. Any NAPLSD resources utilized must have prior approval from administration. Do you understand this: _____ Yes; _____ No
- Are you on an IEP, 504, or Intervention Plan: _____ Yes; _____ No. If yes, which type of plan? _____
- Do you receive English as a Second Language services? _____ Yes; _____ No
- Are you or do you intend to be an athlete at New Albany High School? _____ Yes; _____ No
- Any grade earned on a Credit Flexibility Educational Option will be treated as a permanent grade on a student's transcript. Do you understand this? _____ Yes; _____ No
- Choosing this option could impact college admission decisions. You are encouraged to contact any college of interest to get a perspective from an admissions standpoint. Do you understand this? _____ Yes; _____ No
- Choosing this option could impact your ability to achieve a passing score on the state-mandated test required for graduation. New Albany High School academic course content standards are aligned to these standards. Do you understand this? _____ Yes; _____ No
- Choosing this option could impact your athletic eligibility. During the nine-week grading period preceding athletic participation, you must be passing five (5) equivalencies as defined by the Ohio High School Athletic Association*. You cannot use this credit flexibility option towards the five (5) required core equivalencies per 9 weeks for OHSAA eligibility. Do you understand this? _____ Yes; _____ No
- If this is not a full year course, you may need to meet with your guidance counselor to discuss scheduling options. Do you understand this? _____ Yes; _____ No
- Students who do not demonstrate significant progress toward their project goal likely will be recommended for removal from the Credit Flexibility Educational Option. All New Albany-Plain Local School District grading policies and guidelines apply. Do you understand this? _____ Yes; _____ No
- Insufficient documentation of your work and progress could affect your grade and athletic eligibility. Do you understand this? _____ Yes; _____ No

**How does the Ohio High School Athletic Association (OHSAA) calculate athletic eligibility?*

- *A year-long course with a value of 1 academic credit = 1 OHSAA equivalency per 9 weeks*
- *A semester course with a value of ½ academic credit = 1 OHSAA equivalency per 9 weeks*
- *A semester course with a value of ¼ academic credit = ½ OHSAA equivalency per 9 weeks*

Student Applicant Signature and Date: _____

Parent/Guardian Signature and Date: _____

THIS SPACE IS FOR SCHOOL PERSONNEL USE ONLY

Received by Guidance: _____(Date)
Proficiency Option Approved or Rejected: _____(Date)
Educational Option Request Approved or Rejected: _____(Date)
Guidance Counselor Signature and Date: _____
Principal Signature and Date: _____
Department Chair Signature and Date: _____
Teacher of Record Signature (if applicable) and Date: _____

"Educational options" are learning experiences or activities that are designed to extend, enhance, supplement, or serve as an alternative to classroom instruction and meet the personalized and individualized needs of each student. Educational options are offered in accordance with the models adopted by the State Board of Education (education.ohio.gov), NAPLSD policy, and with parental approval.

New Albany High School Credit Flexibility: Educational Option Request Form

This side to be completed only by "Other Educational Option" applicants

Plan: Please include all relevant information for your Educational Option request. For example, if you are requesting credit for an online course, attach the syllabus and information about the online school, or if you are requesting credit for a mentored internship, attach your proposal along with a letter from the cooperating mentor confirming this arrangement. Essentially, you are sharing a timeline that will help you stay on schedule to complete your work. Include all the places you intend to go and who and what your resources will be, if those apply. Your planned benchmark assessments should be clearly described and must align with your stated goals. If your request requires a NAHS Teacher of Record, there should be sufficient documentation for a quarterly determination of progress by the Teacher of Record. Include in your timely checkpoints and dates for determination of progress by your Teacher of Record

APPENDIX **R**

Grievance Form

PRELIMINARY DISCUSSION

1. Date:
3. Results of this discussion:

_____

****

GRIEVANCE FORM

_____ _____ _____

Name of Grievant *Position* *Date submitted*

School: _____

Name of Administrator: _____

Grievant accompanied by: _____

Section for Grievant: Briefly state the problem, indicating the alleged violation, misinterpretation, or Misapplication of the negotiated contract

What remedy is sought?

Is a hearing requested? _____ Yes _____ No

Grievant's Signature _____

ADMINISTRATOR'S RESPONSE ON BACK

SECTION FOR ADMINISTRATOR:

Date Received _____

A. In answer to grievance, include parts of the Contract which are the basis for decision.

B. Prepare four (4) copies of this form. Distribute as follows:

1. Original to school principal's file
2. Copy to Superintendent
3. Copy to Grievant
4. Copy to Association

Date _____ Administrator's Signature _____

****

APPEAL SECTION: I DESIRE TO APPEAL THE ABOVE DECISION.

Date _____ Signature of Grievant _____

Date _____ Signature of Chairperson _____
Grievance Committee/President

APPENDIX **S**

Ohio School Counselor Evaluation System (OSCES)

Intentional Blank Page

Ohio School Counselor Evaluation System (OSCES) Assessment of School Counselor Performance

School Counselor Evaluation Rubric

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

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

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
				Accomplished
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support student's academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

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

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs,				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress. The school counselor does not monitor effectiveness of the program.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success. The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvements accordingly.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success. The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring. The school counselor uses comprehensive data to conduct regular program monitoring, accesses implementation and effectiveness, and collaborates with the stakeholders to make adjustments for program improvement accordingly.
Evidence				

Standard Five: Leadership and Advocacy – School counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communications, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationship within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationship within the outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practice within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborate with stake-holders to advocate for pro-grams, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

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

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

Professional Growth Plan

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

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

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

Goal Two	*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*			
	☐Academic ☐College/Career ☐Social/Emotional			
	Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Self-Assessment Summary Tool

The *Ohio Standards for School Counselors* define expectations for Ohio's school counselors based on what is known about the skills and practices of effective school counselors. The standards can be used as a guide for school counselors as they self-assess their professional effectiveness to identify their strengths and areas for additional professional growth.

One way for school counselors to self-assess is to respond to focused, guiding questions related to effective practices. This self-assessment tool offers both essential questions and statements for response.

The school counselor should consider each of the statements below and choose the response that most accurately represents performance.

Standard One Essential Question(s): Have I engaged in collaborative planning within my school for a comprehensive school counseling program plan?

I possess the knowledge and skills to design a comprehensive and proactive school counseling program.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I collaborate to design the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I take leadership in identifying resources for the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
The school counseling program aligns with the school's goals and mission.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely

Standard Two Essential Question(s): Do I effectively provide direct services to meet the academic, college/career and social/emotional development needs of my students?

Curriculum Development: I possess the knowledge and skills to develop an effective school counseling core curriculum.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
Individual Student Planning: I work directly with students to support their academic progress and goals.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to develop their college and career-related knowledge, skills and pathways.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Individual Student Planning: I work directly with students to support their social/emotional development, skills and mindsets.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
Responsive Services: I develop appropriate interventions for students as needed.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Three Essential Question(s): Do I effectively make connections, build partnerships, consult and seek solutions, and provide referrals to meet my students' academic, career/college and social/emotional development needs?

I partner with school personnel and parents/guardians to achieve common goals for student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I coordinate school and community resources and provide referrals as needed to support students and promote their success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Four Essential Question(s): Do I use data to plan, implement and continually improve my practice?

I monitor student performance and progress.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost Fully	5 Completely
I monitor the effectiveness of the school counseling program.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I use data to recommend changes and adjustments to the comprehensive school counseling program, specific practices and/or school policies and procedures to foster student success.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Five Essential Question(s): Do I effectively advocate on behalf of students and the role of the school counseling program in creating a positive environment and meeting the needs of the whole child?

I serve as a leader.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I foster a school environment that is inclusive of, responsive to, and safe for its diverse members.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost fully	5 Completely
I advocate on behalf of students.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I advocate for my profession and the role that school counselors play in fostering student success and well-being	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always

Standard Six Essential Question(s): Do I demonstrate professionalism, model ethics and seek continuous professional learning?

I seek ongoing, relevant and high-quality professional learning and growth.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I adhere to ethical standards and legal and professional codes.	0 N/A	1 Never	2 Rarely	3 Sometimes	4 Frequently	5 Always
I demonstrate professionalism in my field.	0 N/A	1 Not at all	2 Partially	3 Somewhat	4 Almost fully	5 Completely

Improvement Plan

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

School Counselor Name: Date of Improvement Plan Conference:
School Year: Building:

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action – Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.

Actions to be taken	Sources of Evidence that Will Be Examined

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

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature:_____ Date: _____

Evaluator's Signature:_____ Date: _____

Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: Building:

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

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

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

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

School Counselor's Signature:_____ Date: _____

Evaluator's Signature:_____ Date: _____

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

Pre-Observation Planning and Post-Observation Resource Questions

The following sample questions are intended to guide thinking and conversation. All questions will not apply to all observations. The purpose of the pre-observation conference and post-observation conference is to promote communication, understanding and reflection of professional practices.

Pre-Observation

- What are your goals for the school counseling program:
- What do you want to accomplish for the observation?
- How will you know if you accomplish your goals for the observation?
- How will your actions support the overall plan for the school counseling program?
- What could I observe you doing on a typical day?
- What is the rationale and context for what I will observe?
- What made you choose this particular activity?
- How will you prepare for the activity?
- What prior knowledge does the participant need to have for this activity?
- How can you get immediate feedback to make sure the participants understand the most important parts of your presentation?
- Discuss ways you meet the needs of students through individual planning.
- How will you help students develop skills for personal or social success?
- What collaboration might you have with colleagues in preparation for the observation?
- What might be some strategies for collaboration with colleagues inside and outside of your department?
- What outcome are you focused on?
- How do you plan to help students develop skills for academic success, career development, personal or social success?
- What data do you plan to collect that monitor's student progress?
- How will you know that students demonstrate positive outcomes as a result of your work with them?

Post-Observation

- What do you feel was the strongest point of the observation? Why?
- To what extent do you think you accomplished your goals for the observation? How do you analyze and reflect on your work? In reflecting on this observation, what feedback would you give yourself?
- What would you do differently for the next observation in an attempt to accomplish your goals?
- How has monitoring data help improve student outcomes?
- After the observation, what will be your next steps?
- What would you most like to improve?
- What are some thoughts about providing responsive services to meet student needs?
- Discuss ways you could meet the needs of students through systems support.
- Discuss ways you can advocate for different groups of students.
- How can I as the evaluator help you reach your goals for the program?

Ohio School Counselor Evaluation System

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

Directions: This form serves as a record of an informal walkthrough b the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator's Signature:_____ ☐Photocopy to School Counselor

Final Summative Rating of School Counselor Effectiveness

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

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				

Area of reinforcement: Area of refinement:

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐Check here if Improvement Plan has been recommended.

School Counselor's Signature:_____ Date: _____

Ohio School Counselor Evaluation System Planning for the Post-Observation Conference

Post Conference Planning

The goal for the conference leader is to cognitively coach the school counselor through the use of reflective questions. Record three reflective questions you would ask the school counselor that align with the area of reinforcement.

1.
2.
3.

Record three reflective questions you would ask the school counselor that align with the area of refinement

1.
2.
3.

Four Key Elements of the Post-Conference

1. Introduction/Greeting/Establish Length:

- Review conference process
- General impression question: "How do you think the activity went?"

2. Reinforcing the School Counselor:

- Identify an area of reinforcement (ONLY one area)
- Ask self-analysis question
- Provide evidence from notes

3. Refining the School Counselor's Skill:

- Identify an area of reinforcement (ONLY one area)
- Ask self-analysis question
- Provide evidence from notes
- Give a recommendation for future practice

Present evidence and rating connected to the rubric.

Ohio School Counselor Evaluation System
Optional Form to Demonstrate a Positive Student Outcome Using Student Metrics

This section of the model outlines the possible process a school counselor and evaluator might follow to determine the metric(s) of student outcomes and demonstrate a positive student outcome for the Ohio School Counselor Evaluation System.

Step One: Identify Domain Focus Area(s):
Identify the student domain area(s) in the district, building, cohort, or grade level(s) based on needs.

> *Example: School counselor data from 2015-2016 showed that the incoming seventh grade cohort had on average the highest number of interpersonal student conflicts. Domain: Social/Emotional*

Step Two: Identify Desired Student Outcome(s):
Based on identified focus areas of need (step one), develop student outcome goal(s).

> *Example: In 2016-2017, Smart Middle School data will show a reduction in the average number of interpersonal student conflicts among the seventh-grade cohort by April 2017.*

Step Three: Determine the Metric(s) of Student Outcomes:
Determine the measurement data to be used to demonstrate a change in student knowledge, skills or behavior.

> *Example: Office Referrals (disaggregated to show the number of incidents of interpersonal conflict among seventh grade students). Peer Mediation Log Data (disaggregated to show the number of interpersonal conflicts mediated among seventh grade students). Survey data to show the number of students using mediation techniques to solve conflicts.*

Step Four: Relevant school counselor activities/interventions:
Describe activities, lessons or interventions the school counselor will implement and monitor to achieve the desired student outcome(s).

> *Example: The school counselor will train peer mediators and hold weekly sessions to support positive peer relations among seventh grade students. The school counselor will design and distribute an online survey to seventh grade students to assess their knowledge and use of conflict resolution techniques at the beginning of the school year 2016-2017 and again in the spring.*

Step Five: Monitoring:
Over the course of the school year, monitor progress made on each metric of student outcomes.

Example: The school counselor reviews data in November 2016 and February 2017 to note changes. Additionally, school counselor collects informal data form the peer mediation weekly sessions in November 2016 and February 2017, and he or she reviews the peer mediation logs for trends and patterns.

Step Six: Analyze Results and Report Results:
At the end of the evaluation process, determine the impact for each student outcome.

Example: 2015-2016 school counselor data revealed that on average the incoming seventh grade cohort had 12 interpersonal student conflicts per month; in April 2017 data revealed that the seventh-grade cohort had seven interpersonal student conflicts per month. Informal data from the peer mediation weekly sessions revealed that students reported using peer mediation to solve interpersonal student conflicts more frequently. Survey data showed that seventh grade students increased both their knowledge and use of conflict resolution strategies during the year.

APPENDIX **T**

Date Received at AO: _____
Approved_____ Not Approved _____

New Albany – Plain Local School District
Professional Leave Form – Administrators, Certificated, Classified

Name_____ Today's date _____

Position/Subject_____ Grade_____ Building _____

Name of Conference/Meeting _____

Date(s) of meeting_____ Date(s) sub is required _____

Travel from_____ to_____

Meeting location_____ Lodging location _____

Street _____

City/State _____

☐ In District-Staff Requested ☐ In District-District Requested
(ie: observation, collaboration, assessment, data analysis, etc.)
☐ In State-Staff Requested ☐ In State-District Requested
(ie: conference, workshop, school visit, etc.)
☐ Out of State-Staff Requested ☐ Out of State-District Requested
(ie: conference, workshop, school visit, etc.)

Do not register for a conference/workshop until you have a P.O. number

Estimated Expenses
(To be completed prior to leave)
If food, lodging/transportation, or mileage expenses will be incurred, staff member should prepare a requisition to him/herself so he/she may be reimbursed.
Refer to Expense Reimbursement Guidelines before completing.

Food (if overnight)	
Lodging/Transportation	
Lodging	
Airfare	
Taxi, Parking, etc.	
Personal Vehicle	
____ miles @_____/mile	$0.00
Registration	
Other (description)	
TOTAL	$ $0.00

Staff member Date

Building Principal Date

Curriculum Director Date

Actual Expenses
(To be completed upon return)

Attach original itemized receipts

Food (if overnight)	
Lodging/Transportation	
Lodging	
Airfare	
Taxi, Parking, etc.	
Personal Vehicle	
Actual # of miles	
_____ @_____/mile	
Registration	
Other (description)	
TOTAL	**$**

Staff member Date

Treasurer Date

Please TYPE and submit ORIGINAL plus one copy (PD Forms, requisition(s) and seminar information) to your Principal's secretary, **14 days** in advance of the professional leave. When the Building Principal and the Director of Curriculum approves the leave, the original will be returned to the **Curriculum Secretary** for processing. Upon your return, please use the **original** to record actual expenses, and attach all original itemized receipts to this form and submit to your Principal's Secretary for payment/reimbursement.

Revised 1-28-2021

INSTRUCTIONS FOR COMPLETING
PROFESSIONAL LEAVE FORM (3243 F1/4243 F1)

*** All Professional Leave forms, **including** the Planning Guide must be approved and signed by your building Principal and the Curriculum Director **prior** to completing any registrations and/or reservations.*
Signatures of approval and a purchase order number(s) must be in place prior to incurring any expenses. **

Purpose of Leave Insert name of conference/workshop/meeting (do NOT write "to attend meeting") (the Auditors check these forms to substantiate staff absences and verify that attendance at professional conference relates to staff member's area of assignment.)

Travel from If the staff person is driving his/her personal vehicle, the district pays mileage from New Albany to the place of the meeting and return (or from the person's home if that is closer to the meeting place.) Mileage is reimbursed at the current IRS authorized mileage rate.

Date(s) of leave Indicate days the staff member will be away, including travel days, even if the event is not held on a school day.

Meeting Location Need a complete address where event is being held. Please provide phone number if possible.

Estimated Expenses: **Prior to the event:** List all **estimated expenses** that could possibly be incurred on the appropriate lines in the indicated column. Please note that the reimbursement of any expenses must be approved by the Curriculum Director prior to the leave. **If food, lodging, transportation, or mileage expenses will be incurred, staff member should prepare a requisition to him/herself so they may be reimbursed. Forward the leave form with all requisitions attached to your Principal's Secretary **at least 14 days** prior to the date of the leave. A completed registration form should accompany requisitions for registration costs. **Professional Leave requests not accompanied by requisitions will be returned without processing.***

Actual Expenses: **Upon your return:** List all **actual expenses** on the appropriate lines in the indicated column promptly after the event. All receipts are required to be **original and itemized** (lodging bills, transportation stubs, food receipts, parking receipt, etc.) and **must** be attached to this form. When the form is completed and signed, forward it with the receipts to your Principals' Secretary for reimbursement.

Expense Reimbursement Guidelines	
In State – Staff Requested (if approved) • Food expenses may be provided if the conference, workshop, or school visit is overnight. • Mileage expenses for personal vehicle will be paid at the current IRS mileage rate. • Lodging may be provided if the conference, workshop, or school visit is overnight. • Registration fees will be paid. **In State – District Requested** • Food expenses will be provided if the conference, workshop, or school visit is overnight. • Mileage expenses for personal vehicle will be paid at the current IRS mileage rate. • Lodging will be provided only if the conference, workshop, or school visit is overnight. • Registration fees will be paid.	**Out of State – Staff Requested (if approved)** • Food expenses may be provided if the conference, workshop, or school visit is overnight. • Mileage expenses for personal vehicle will be paid at the current IRS mileage rate. • Airline transportation ***OR*** lodging may be provided at the discretion of the Director of Teaching and Learning. • Ground transportation and parking fees may be paid. • Registration fees will be paid. **Out of State – District Requested** • Food expenses will be provided if the conference, workshop, or school visit is overnight. • Mileage expenses for personal vehicle will be paid at the current IRS mileage rate. • Airline transportation and lodging if required will both be paid. • Ground transportation and parking fees will be paid. • Registration fees will be paid**.**

(All items below require prior approval with purchase order number in place for personal reimbursement)

Food (if overnight): If food is approved prior to the trip and a purchase order number is in place, meals will be reimbursed at a reasonable rate not to exceed $45/day (including gratuity); gratuity reimbursement **is not to exceed 18%.**

Lodging: Enter total coast of lodging (If making room reservations and a purchase order number is in place, staff member should put this cost on their personal credit card and submit original itemized invoice upon return.) Lodging will be reimbursed at a reasonable rate per day not to exceed $150 (excluding taxes).

Transportation: Airfare- If staff member needs to make airline reservations and a purchase order number is in place, this expense should be put on a personal credit card. An original itemized receipt submitted when actual expenses are turned in. **Taxi -** Taxis and shuttles may be paid according to actual cost. Each fare should be listed separately. A purchase order number must be in place for reimbursement of taxi and shuttle expenses.

Personal Vehicle: Mileage is reimbursed at the current IRS authorized mileage rate. A purchase order number must be in place for mileage reimbursement. You must attach the Mapquest with your mileage. Please note, we will use the mileage from home or office and go off the nearest location.

Registration: Staff member needs to submit a completed registration form, if required for the event, information on conference (brochure, email, etc.) plus a requisition for registration fees. Registrations should be paid directly by the District through the purchase order process. Staff members are **not permitted** to register on-line without a purchase order number.

Revised 1-10-2020

New Albany – Plain Local School District Professional Development Planning Guide

Name **Today's Date**

In order to coordinate and communicate the variety of professional development activities that are possible within our District professional development framework, each administrator and teacher should complete and submit this planning guide along with any requests for professional development activities. This guide will be returned to you at the time of approval. After the professional development activity is completed, please **write a brief critique of the activity**. Retain one copy for your records (keep this in your teacher portfolio) and send one copy to the Director of Teaching and Learning.

Please write a brief description of the professional development activity. If it is a conference, include the title and date.

Describe the direct alignment of this activity/training to our established District and building goals for this year.

What should result from participation in the professional development activity?

How will you share what you learned with your team or colleagues?

Please write a brief critique of the activity. Please include a discussion of how this will have an impact in the classroom.

*For credit for license renewal complete the online "Request for Professional Development Activity Form" at http://www.cybersummit.orr/forms/newalbany/

APPENDIX U

Agreement to Teach an Additional Instructional Period

Name: _____ Building: _____

* *

For the _____ school year, the teacher listed above has (select one option below)

☐ Volunteered

☐ Been directed

to teach an additional instructional period (an additional instructional period is defined as an instructional period beyond five (5) instructional periods in a student day for middle school and high school teachers[1] and beyond six (6) instructional periods in a student day for K-5 teachers who teach specials[2].

If a K-5 teacher who teaches specials has **been directed** to teach an additional instructional period, this is their (select one option below)

☐ First year

☐ Second year

being directed to teach an additional instructional period. A K-5 teacher who teaches specials shall not be directed to teach additional instructional periods more than two (2) consecutive years.

A middle school or high school teacher shall not be directed to teach six (6) classes in two (2) consecutive years.

[1] If teacher is teaching in the middle school or high school, please indicate below the subject and length of the additional instruction period (i.e. Art Foundations; 2 semesters):

_____

[2] If teacher is teaching a K-5 special, please indicate which special and how many sections (i.e. Wellness; 2 sections):

_____

* *

Teacher signature: _____ Date: _____

Building administrator signature: _____ Date: _____

Superintendent signature: _____ Date: _____

Eagle Summer Day Camp

The Plain Local Education Association ("PLEA") and the New Albany-Plain Local School District Board of Education ("Board") hereby agree to the following understanding for the Eagle Summer Day Camp beginning with the 2016 summer program:

- The Board may at its discretion annually determine if it desires to offer a tuition-based Eagle Summer Day Camp on the New Albany-Plain Local school campus, and;

- The Board has the exclusive right to determine the program, structure, and academic offerings of the Eagle Summer Day Camp, and;

- The Board will post in accordance with the Collective Bargaining Agreement the opportunity for teachers to voluntarily submit academic enrichment (English/language arts, math, science, social studies), laboratory, hands-on, or other innovative course proposals in accordance with the format published by the Board, and;

- That teachers are solely responsible for their instructor-designed course proposals submitted for consideration, and;

- That while the selection of the course offerings to be included in the Eagle Summer Day Camp is the sole discretion of the Board, the Board will not hire non-bargaining unit members for positions if certified/licensed bargaining unit members have applied except that the Board reserves the right to contract with any outside vendor or provider for such academic related services not represented by teacher proposals submitted so long as no current employee is interested and qualified or certified/licensed to teach the course content that will be provided, and;

- The Board agrees that every teacher proposal submitted in accordance with the posting requirements shall be considered for inclusion, and;

- The Board and PLEA agree that academic offerings during the Eagle Summer Day Camp shall each be non-graded and forty-five (45) minutes in length for participating students, and;

- The Board will provide a fifteen (15) minute prep time for each forty-five (45) minute offering taught by participating teachers, and;

- Selected teachers confirmed for participation shall be Board approved to earn $35.00 per hour (45-minute course offering and 15-minute prep time) payable via the NAPLS payroll system from student enrollment frees collected, and;

- The terms and conditions agreed upon herein for the Eagle Summer Day Camp shall not replace any other provisions outlined within the Collective Bargaining Agreement related to Summer School.

This Memorandum of Understanding shall not be used to establish a precedent for any other individual, purpose, or agreement. This Memorandum of Understanding shall become effective immediately upon its being signed on behalf of the parties as set forth below.

For the Board

Mr. Michael Sawyers, Superintendent
Date: June 8, 2020

For the Association

Mr. Joseph Armpriester, President
Date: June 8, 2020

University of the Pacific

AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE PLAIN LOCAL EDUCATION ASSOCIATION

WHEREAS, the NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION ("Board") and the **PLAIN LOCAL EDUCATION ASSOCIATION** ("Association") are parties to a current Collective Bargaining Agreement; and

WHEREAS, discussions have occurred between Board representatives, Local Professional Development Committee ("LPDC") members and Association officers concerning the tuition reimbursement, section 10.05, and salary schedule adjustment, section 11.01 and license renewal according to the LPDC guidelines as these items are set forth in the current Collective Bargaining Agreement between the parties; and

WHEREAS, in November 2018, PLEA and the Board entered into a Memorandum of Understanding regarding the granting of semester hour credits and the granting of continuing education credits attached hereto as Exhibit A; and

WHEREAS, in Section 4 of the of the previously mentioned MOU, the parties agreed to mutually amend the MOU in the event the parties discovered that other universities may be engaging in other questionable practices and to possibly add these educational institutions to the MOU.

NOW, THEREFORE, BE IT AGREED, by and between the Board and the Association as follows:

1. To protect the integrity of the certificated/licensed profession within the District, effective upon the signing of this Memorandum, any credit or classes/courses from the University of the Pacific will not be accepted by the Board or the LPDC for license renewal, tuition reimbursement or salary schedule advancement.

2. Bargaining unit members who may have already registered and paid for classes/courses with the University of the Pacific for the fall semester of 2018 must provide to the LPDC and to the Human Resources Department, proof of enrollment which includes the date of enrollment and payment with identified course numbers to have any classes or courses from the University of the Pacific approved for license renewal, tuition reimbursement or salary schedule advancement. The date for the proof of enrollment must be prior to November 5, 2018.

3. Registration/enrollment for the University of the Pacific for dates after November 5, 2018 will not be accepted by the Board, Association or the LPDC for any purposes. If a unit member has already been approved for semester hours, license renewal, salary adjustment and/or tuition reimbursement from Idaho State University, the unit member will not need to take any further action and this approval shall be honored.

4. All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto and not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement. No other agreement shall serve to alter the provisions of the current Collective Bargaining Agreement unless agreed to in writing between the parties.

5 All parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association, except to enforce the terms of this Memorandum.

6. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

7. This Memorandum shall be in full force and effect until the conclusion of the terms of the current Collection Bargaining Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the **NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **PLAIN LOCAL EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By: Michael L Sawyers
Michael L. Sawyers, Superintendent

Date 5/20/24

PLAIN LOCAL EDUCATION ASSOCIATION

By: Joseph Armpriester
Joseph Armpriester, President

Date 5/20/24

AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND THE PLAIN LOCAL EDUCATION ASSOCIATION

WHEREAS, the **NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **PLAIN LOCAL EDUCATION ASSOCIATION** ("Association") are parties to a current Collective Bargaining Agreement; and

WHEREAS, discussions have occurred between Board representatives, Local Professional Development Committee ("LPDC") members and Association officers concerning the tuition reimbursement, section 10.05, and salary schedule adjustment, section 11.01 and license renewal according to the LPDC guidelines as these items are set forth in the current Collective Bargaining Agreement between the parties; and

WHEREAS, in November 2018, PLEA and the Board entered into a Memorandum of Understanding regarding the granting of semester hour credits and the granting of continuing education credits attached hereto as Exhibit A; and

WHEREAS, in Section 4 of the of the previously mentioned MOU, the parties agreed to mutually amend the MOU in the event the parties discovered that other universities may be engaging in other questionable practices and to possibly add these educational institutions to the MOU.

NOW, THEREFORE, BE IT AGREED, by and between the Board and the Association as follows:

1. To protect the integrity of the certificated/licensed profession within the District, effective upon the signing of this Memorandum, any credit or classes/courses from Idaho State University will no longer be accepted by the Board or the LPDC for license renewal, tuition reimbursement or salary schedule advancement.

2. Bargaining unit members who may have already registered and paid for classes/courses with Idaho State University as of April 26, 2021 must provide to the LPDC and to the Human Resources Department, proof of enrollment which includes the date of enrollment and payment with identified course numbers to have any classes or courses from Idaho State University approved for license renewal, tuition reimbursement or salary schedule advancement. The date for the proof of enrollment must be prior to the signing of this Memorandum of Understanding.

3. Registration/enrollment for Idaho State University for dates after the effective date of this Memorandum will not be accepted by the Board, Association or the LPDC for any purposes. If a unit member has already been approved for semester hours, license renewal, salary adjustment

and/or tuition reimbursement from Idaho State University, the unit member will not need to take any further action and this approval shall be honored.

4. All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto and not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement. No other agreement shall serve to alter the provisions of the current Collective Bargaining Agreement unless agreed to in writing between the parties.

5 All parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association, except to enforce the terms of this Memorandum.

6. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

7. This Memorandum shall be in full force and effect until the conclusion of the terms of the current Collection Bargaining Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the **NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **PLAIN LOCAL EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By: Michael L. Sawyers

Date 5/20/24

Michael L. Sawyers, Superintendent

PLAIN LOCAL EDUCATION ASSOCIATION

By: Joseph Armpriester

Date 5/20/24

Joseph Armpriester, President