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MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

STOW-MUNROE FALLS CITY SCHOOLS

AND

THE STOW TEACHERS ASSOCIATION

An Affiliate of
The United Teaching Profession

June 30, 2025 - June 30, 2028

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ARTICLE I. PROFESSIONAL NEGOTIATIONS PROCEDURE

SECTION A – PREAMBLE

It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for representatives of the Stow-Munroe Falls School District Board of Education, and representatives of the Stow Teachers Association to discuss matters of mutual concern, and to reach satisfactory agreement on these matters in an atmosphere of understanding and mutual respect.

The Stow-Munroe Falls City School District Board of Education and the Stow Teachers Association mutually agree:

1. That the Stow-Munroe Falls City School District Board of Education, under law, has the final responsibility of establishing policies for the certificated staff and employees of the Stow-Munroe Falls City School District, except as otherwise limited by this Agreement.

2. The Superintendent and the administrative staff have the responsibility of administering established policies as long as no such policy is contrary to this Agreement.

SECTION B – RECOGNITION

1. The Stow-Munroe Falls City School District Board of Education, hereinafter referred to as the "Board," recognizes the Stow Teachers Association, an affiliate of the United Teaching Profession (NEA/OEA/NEOEA), hereinafter referred to as the "Association," as the sole and exclusive bargaining agent of all certificated personnel employed by the Board. All Supervisory, Managerial or Confidential Employees as defined in Section 4117,01 (F), (K) and (J) of the Ohio Revised Code, respectively, Home Instruction Tutors, and all persons employed as Substitute Teachers in any school in the Stow-Munroe Falls City School District for less than sixty (60) days in the same assignment during the current school year are excluded.

2. The purpose of such recognition shall be to bargain collectively in accordance with Chapter 4117 of the Ohio Revised Code unless the parties agree otherwise as set forth in this Agreement.

3. A bargaining unit member, hereinafter referred to as "teacher," shall be afforded the right to be represented by an Association representative at any meeting concerning a term or condition of employment.

SECTION C – INITIATING THE NEGOTIATIONS PROCESS

1. A written request for a meeting to discuss initiating negotiations will be submitted by the Association President to the Superintendent or by the Superintendent to the President of the Association.

2. Within ten (10) calendar days after receipt of a request for such a meeting, the Superintendent and the Association President shall confer in order to establish a time and place for a meeting and a proposed agenda.

3. The first negotiations session shall occur within twenty-five (25) work days after the date of request, unless a mutually satisfactory later date is agreed upon.

4. Additional items may be added to the agenda of a negotiation session by mutual consent of both parties.

5. Any item affecting teacher welfare, professional practices, the educational program or any item of concern to either party may be an item of negotiation.

6. Negotiations shall be held so as not to conflict with teacher negotiator's duties, but teacher negotiators may, when necessary, be released from duties by the Superintendent without loss of pay to attend meetings.

7. Each Negotiating Team shall have full power and authority to negotiate on behalf of their constituents.

SECTION D – PROCEDURES WHILE NEGOTIATIONS ARE IN PROGRESS

1. Exchange of Information:

   The Board agrees to furnish the Association, upon request and in reasonable time, all available information concerning financial resources of the District.

2. Assistance

   a. Professional:

      The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Such consultants may be used in negotiations sessions.

   b. Session Minutes:

      Either party may take such minutes of the sessions in any format they desire.

3. Recess:

   The chief spokesperson of either party may call a recess for an independent caucus at any time. Caucuses shall be of reasonable length.

4. Progress Reports and News Releases:

   While negotiations are in progress, interim reports of progress may be made to the Association and the Board by their respective Negotiations Teams.

5. Schedule of Subsequent Meetings:

Until ratification by the parties, no meeting shall be concluded until there is agreement on the time and place for the next meeting.

SECTION E – ITEM AGREEMENT

As the Negotiations Teams reach agreement on individual items, the agreement shall be reduced to written form and initialed by each party. Such initialing shall indicate preliminary agreement and shall not constitute final agreement and approval.

SECTION F – DISAGREEMENT

1. Should the negotiating parties be unable to reach agreement within forty-five (45) days of the expiration date of the current Agreement, either party has the right to declare in writing an impasse.

2. Following declaration of impasse, the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Services (FMCS).

3. In the event the members of the joint negotiation committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Sections 4117.14 (D)(2) and 4117.18(C) of the Ohio Revised code. Such rights being modified by future changes, if any, to the Ohio Revised Code.

SECTION G – AGREEMENT

1. When agreement on all items under negotiation is reached by the negotiating parties, the Agreement shall be reduced to written form and initialed by the appropriate officers.

2. The Agreement will be distributed to all teachers for a period of five (5) calendar days prior to ratification vote.

3. When the Agreement is approved, first by vote of the Association membership, and then by vote of the Board, it shall be signed by both parties and become a part of the official minutes of the Board.

SECTION H – RIGHTS OF INDIVIDUALS

Nothing in this Document shall deny any certificated employee his/her right to be heard through established channels of the Board.

SECTION I – RENEGOTIATION

On request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in the financial status of the District, affecting any agreement or part thereof in effect, renegotiation shall occur on any or all of those

parts of the Agreement affected by such actions. Procedures followed will be those contained in Article I, Section C (Initiating the Negotiations Process).

If during the life of this Agreement, bargaining is necessary due to impact, severability, or a specified reopener provision in the Agreement, the parties shall meet and bargain. If mid-term bargaining does not result in agreement between the parties within forty-five (45) days of the first bargaining session, either party may request the services of a Mediator through the Federal Mediation and Conciliation Service ("FMCS"). All other terms and conditions of the Contract shall remain in force.

If agreement cannot be reached after receiving services of a mediator for a period of forty-five (45) days, the status quo shall be maintained and shall not be subject to change within the remainder of the Agreement or be the subject of future bargaining during the term of this Agreement.

SECTION J – AMENDMENTS TO THE PROFESSIONAL NEGOTIATIONS POLICY

If changes in this policy are desired, fifteen (15) days notification of a desired meeting to consider the matter shall be given by the party proposing the meeting, after which procedures in Article I, Section D, will be followed. All amendments hereinafter made shall be attached in the form of articles.

SECTION K – ALTERNATIVE NEGOTIATIONS

The parties shall meet at least seven (7) months prior to the expiration of the Agreement, unless another timeline is mutually agreed to in writing, to discuss and decide whether an alternative negotiations procedure (e.g., Interest Based bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules, including meeting dates, will be established. The ground rules shall supersede any conflicting provisions under this Article.

ARTICLE II. GRIEVANCE PROCEDURE

SECTION A – DEFINITIONS

1. A "complaint" shall exist when a bargaining unit member or the Association, hereinafter referred to as the "complainant," maintains that:

    a. There has been a violation, misinterpretation, or misapplication of any provisions of the written Agreement entered into between the Board and the Association or any Board or administrative personnel policy or practice directly related thereto, setting forth the understanding of the parties upon these matters negotiated and agreed to.

    b. That the "complainant" has been treated inequitably by reasons of any act or condition which is contrary to established Board policy or practice governing or affecting employees; and

c. When the "complainant" shall have made informal contact with his/her Principal or Immediate Supervisor concerning the matter.

d. "Days" shall be actual working school days, except during the summer recess when "days" shall be calendar days exclusive of weekends and holidays.

2. A "grievance" shall exist when the "complainant" is not satisfied with the disposition of his/her complaint through the informal channels and desires to initiate Formal Procedures.

a. A "grievant" is the original "complainant" who has the assistance of the Association in initiating Formal Grievance Procedures, starting at Level I.

b. There shall be a fifteen (15) day statute of limitations imposed commencing upon the day the action occurred which stimulated the complaint. Any complaint allowed to go unnoticed or unprotested for fifteen (15) days shall be null and void.

c. The term "grievance" shall not apply to any matter to which: (1) the method of review is prescribed by law, or (2) the Board is without authority to act.

d. Either party shall be allowed one (1) automatic extension of time limits contained in this Article per grievance; however, such an extension cannot be used to extend the statute of limitations (Article II(A)(2)(b)). Additional time limits may be extended by mutual agreement of the parties.

SECTION B – PURPOSE

The purpose of this procedure is to secure, at the lowest possible level and in the quickest possible time, solutions to grievances of all bargaining unit members. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any stage, formal or informal.

SECTION C – PROCEDURES

Informal Level:

The complainant shall first try to resolve the complaint through informal discussion with his/her Principal or Immediate Supervisor.

Formal Level I:

If a grievant believes there is a basis for a grievance, the aggrieved, with the Association agent(s) shall present a written formal claim (Form A) to the Immediate Administrator with a copy provided to the Director of Human Resources within seven (7) days of the informal meeting. Within seven (7) days of receipt of the grievance, the Administrator shall meet with the grievant to resolve the matter. Within five (5) days of this meeting, the

Administrator shall indicate, in writing, his/her disposition of the grievance (Form B) and forward it to the grievant and the Association President. If such disposition is not timely filed, the grievance shall be sustained.

Formal Level II:

If the grievant, with concurrence of the Association, is not satisfied with the disposition of the grievance at Level I, the grievant, with the Association agent(s), shall present the grievance (Form A) to the Superintendent within fourteen (14) days. Within seven (7) days of receipt of the grievance, the Superintendent shall meet with the grievant and Association agent(s) to resolve the grievance. Within five (5) days of this meeting, the Superintendent shall indicate, in writing, his/her disposition of the grievance (Form B) and forward it to the grievant and the Association President. If such disposition is not timely filed, the grievance shall be sustained.

Formal Level III:

If the grievant, with concurrence of the Association, is not satisfied with the disposition of the grievance at Level II, the grievant, with the Association agent(s), shall submit the grievance (Form A) to the District Treasurer, with a copy to the Superintendent, within twenty-eight (28) days. Within fourteen (14) days of receipt of the grievance, or at the next regularly scheduled board meeting, whichever occurs later, the Board, in Executive Session, if allowable under O.R.C. 121.22, will meet with the grievant and the Association agent(s) to resolve the matter. Within five (5) days of this meeting, the Board President shall indicate, in writing (Form B), the Board's disposition of the grievance and forward it to the grievant and the Association President. If such disposition is not timely filed, the grievance shall be sustained. The Board may waive this step of the grievance procedure within fourteen (14) days of receipt of the grievance.

Formal Level IV:

1. If the grievant, with concurrence of Association, is not satisfied with the disposition of the grievance at Level III, the Association may within seven (7) days submit the grievance to arbitration by the American Arbitration Association ("AAA") whose rules and regulations shall likewise govern the proceedings.

2. The Arbitrator's decision shall be binding on both the Board and the Association.

3. The Arbitrator may not add to, alter, or delete from the terms of Board policy or terms of the Agreement.

4. Costs for services of the Arbitrator will be borne equally by the Board and the Association.

SECTION D – SCOPE OF APPLICATION

This Grievance Procedure governs all teachers.

SECTION E – PROFESSIONAL RIGHTS PROVISION

No reprisals of any kind will be taken by either party or by any member of the Administration against any party in interest, any school representative, any teacher, or any participant in the Grievance Procedure by reason of such participation.

SECTION F – MISCELLANEOUS

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process.

2. In the event a grievance is filed or being processed on or after June 1, the time limits set forth herein shall be expedited so that the Grievance Procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

3. The Association shall have the right to initiate district-wide grievances at Formal Level II of the Grievance Procedure.

4. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the Grievance Procedure.

ARTICLE III. COMPENSATION

SECTION A – BASIC SALARY SCHEDULE

1. Salary Schedule – Modified index system

   Effective 2025-2026 – 3% base salary increase
   Effective 2026-2027 – 3% base salary increase
   Effective 2027-2028 – 3% base salary increase

2. Up to ten (10) years of prior service in public schools, chartered private schools in Ohio, and/or military service will be credited for placement on the schedule.

3. Longevity Step is dependent upon each school year composed of not fewer than one hundred twenty (120) days.

4. Semester hours, in order to be applied to the Bachelors and Masters Columns, must be in the teacher's teaching field or field of education. Courses outside his/her teaching field or field of education must have approval of the Superintendent or designee. Teachers are encouraged to obtain prior approval, if possible, to assure credit. Effective July 1, 2013, all newly employed teachers shall be placed on the salary schedule training columns based upon Article III, (A) (1), page 9 (2011-2013 STA Agreement) with the new base salaries, subject to receipt of an official transcript(s) by October 1 or February 1 from an ODE approved accredited college or university. All other teachers employed prior to July 1, 2013, shall

continue to be placed on the training columns as specified in Article III, (A) (1), page 10 (2011-2013 STA Agreement) until October 1, 2015, subject to receipt of an official transcript(s) by October 1 or February 1 from an ODE approved accredited college or university.

5. Effective the 2022-2023 school year, Speech and Language Pathologists who have a Master's degree/BA+60 shall be paid on the "MA+15 or BA+60SH" column. The parties agree that this provision shall not have retroactive effect.

6. Longevity increments at Steps 17, 21, 24, 27, and 30 are provided.

7. Salaries will be calculated on the index located at the back of the contract.

SECTION B – HOURLY COMPENSATION

Hourly compensation for non-contracted tutors and non-supplemental contract holders shall be paid at the Tutor Hourly Rate.

The current Curriculum Rate is $36.00 per hour.

Any teacher currently paid for hourly work, as described above, at the curricular rate versus the Tutor Hourly Rate shall continue to be paid at the higher rate until the Tutor Hourly Rate exceeds the Curriculum Rate.

A. For placement on the Extracurricular Duty Roster:

   1. Up to three (3) years' credit for service in the same assignment in another school district will be granted.

   2. Service in the District does not need to be consecutive, but for service to count toward the longevity step, a supplemental contract must be on file and service must be in the same assignment.

B. The following criteria shall also apply:

   1. Head Coaches in Category 1, 2 and 3* shall not be assigned supervision duties from one (1) week before the season to two (2) weeks after the season with the understanding that as part of the head coaching responsibilities, leadership and character development will be a primary focus, along with the sport, for each participant. (*Category 1: Basketball, Football; Category 2: Volleyball, Wrestling; Category 3: baseball, Soccer, Softball, Track, Swimming).

   2. Elementary teachers who are coaches shall have a coaching schedule that does not conflict with their teaching assignment.

   Ratios are based on the B.A. minimum on the Salary Schedule. Club sponsorship, productions, or any other additions are subject to prior Board approval for reimbursement.

Any other activity for public presentation requiring short-term after-school supervision over students not included in the above categories will be compensated by reimbursement of any reasonable expenses incurred by the supervising teacher upon the presentation of vouchers.

C. With the approval of the Superintendent, two (2) or more teachers may split a supplemental stipend for a single supplemental position and share the work associated with that supplemental position for one (1) school year. Continuation of an arrangement to split a supplemental contract stipend and share duties associated with a supplemental position may be approved for one (1) or more subsequent school years on a case-by-case basis, as approved by the Superintendent.

D. A Joint Supplemental Committee shall be established to: review/examine extracurricular offerings with input from stakeholders.

1. The Committee will determine if changes are needed to the Extra Duty Roster based upon cost implications, duties and responsibilities, available funds and competitiveness;

2. The Committee will be comprised of up to six (6) members appointed by the Association President and six (6) members appointed by the Superintendent.

3. The Committee will meet on an annual basis and provide an updated joint report by the second Wednesday in May, as needed.

4. Recommendations from the Committee, if approved by the Association and the Board shall be memorialized in a Memorandum of Understanding which shall be appended to this Contract.

SECTION C – EXTENDED SERVICE PERSONNEL

1. Compensation for the positions listed below will be paid at teacher's per diem rate of pay. If the Board authorizes a day(s)for Instructional Coaches or more day(s) for Content Specialists, they will be paid at their per diem rate of pay. The Board will provide notice by May 1 if the below number of days is increased for these teachers. Teachers shall work these additional days.

	# of days:
Content Specialist	3
Resident Educator Coordinator	3
CTE Coordinator	3
Assistant Band Director	5
Scheduling Coordinator (HS)	5
Speech Language Pathologist	8
Library Media Specialist	8
School Counselor (K-8)	10

Band Director	10
TWE Coordinator	10
School Counselor (HS)	15
School Psychologist	20

SECTION D – SEVERANCE PAY

Severance Pay is recognition at retirement for teachers who have unused Sick Leave accumulated. The following rules and regulations will apply to the payment of Severance Pay for all teachers.

1. Severance Pay for unused Sick Leave will be calculated according to the following schedule:

   At the rate of one (1) day of pay for every three (3) days of unused Sick Leave times the per diem rate at the time of retirement up to an accumulated three hundred (300) days of unused Sick Leave for a total of one hundred (100) days.

2. Extracurricular pay and overtime are not included in the calculation of the per diem rate.

3. The number of days in the calculation will be identical to the number of days used in calculating a "deduct."

4. For part-time employees, the calculation of Sick Leave determines the Severance Pay rate. If a person is a four (4) hour employee, he/she earns Sick Leave at the rate of four (4) hours per diem and Severance Pay would be calculated on that daily rate.

5. For persons on Extended Service, the total contract figure is divided by the total number of work days for the year.

6. When the retiree notifies the Treasurer's office that the first retirement check has been endorsed, the severance payment for all members of the bargaining unit under the age of fifty-five (55) will be made in one (1) lump sum as payment chargeable to the payroll accounts of the Board. Withholding taxes are charged to Severance Pay, but retirement deductions are not. (These employees are not eligible to participate in the Special Pay Plan).

   All teachers turning age fifty-five (55) or older in the calendar year in which they retire shall take part in the Special pay plan. It is understood that the vendor used by the Treasurer's office for this retirement plan does not charge a fee for the transmittal.

   a. If a retiring member is a participant in the Special Pay Plan, the employer contribution shall be made in a lump sum to the company on his/her behalf under the Special Pay Plan in an amount equal to the lesser of:

      1. The total amount of the participant's severance pay or

2. The maximum contribution amount allowable under the terms of the Special Pay Plan.

b. To the extent that a Special Pay Plan participant's pay exceeds the maximum allowable under the Special Pay Plan for a calendar year, the excess shall be payable in a lump sum within thirty (30) days following the payment made to the Special Pay Plan.

c. If a teacher is entitled to have a contribution paid to a Special Pay Plan and dies prior to such contribution being paid to the plan, the contribution shall be paid to the estate of the deceased member.

7. If a teacher dies while employed, or at any time prior to the actual receipt of Severance Pay, then the Severance Pay shall be paid to his/her designated beneficiary within sixty (60) days of notification of the death. The Board shall provide a Designation of Beneficiary Form for this purpose.

8. Any person who retires from his/her employment with the Board may collect Severance Pay only once during his/her lifetime. This applies particularly to Disability Retirement to the extent that a teacher on Disability Retirement must make the choice of collecting Severance Pay at the time of original retirement or deferring it in the event that he/she returns to work. At the time of Disability Retirement, it is the teacher's responsibility to notify the Board of his/her choice.

SECTION E – LIMITED NOTIFICATION BONUS

Any teacher eligible for service retirement shall be entitled to a limited notification bonus in addition to severance payment upon satisfaction of the following requirements:

1. The teacher must be employed by the District as a teacher at the time he/she submits the letter of resignation for purposes of retirement.

2. The teacher must submit an irrevocable letter of resignation to the Superintendent by February 1 of the school year of retirement. The effective date of retirement shall be the end of the school year.

3. The teacher must have completed a minimum of ten (10) years of service with the District.

4. The teacher must be eligible for retirement under STRS rules at the end of the school year in which the letter is submitted.

5. The teacher must actually retire.

Teachers who satisfy the preceding shall receive a limited notification bonus of $5,000. The bonus shall be paid by October 1 in the calendar year of retirement.

SECTION F – SUMMER SCHOOL PAY

1. Summer School Teachers

   In the selection of a Summer School staff, teachers and Administrators are appointed preferably from among District personnel, on the basis of qualifications for summer assignments. Summer school teachers will be paid at the prevailing curricular hourly rate.

2. Curricular Study

   a. Curricular Assignments During the School Year:
   Teachers engaged in curricular assignments (i.e. writing graded courses of study) during the school year shall be given Released Time or be compensated at the prevailing curricular hourly rate.

   b. Curricular Assignments During the Summer:
   Teachers engaged in curricular assignments (i.e. writing graded courses of study) during the summer shall be compensated for the assignment. Compensation shall be at the prevailing curricular hourly rate.

SECTION G – ATTENDANCE COMPENSATION

Each teacher who has three (3) or fewer days of chargeable absence against either Sick Leave or Unrestricted Personal Leave shall be reimbursed on the following schedule. A teacher who has used:

-- No days of either Sick Leave or Unrestricted Personal Leave during the school year shall receive Five Hundred Dollars ($500.00).

-- Any combination of One (1) or Two (2) days of Sick Leave and/or Unrestricted Personal Leave during the school year shall receive Two Hundred Fifty Dollars ($250.00).

-- Any combination of Three (3) days of Sick Leave and/or Unrestricted Personal Leave during the school year shall receive Two Hundred Dollars ($200.00).

To be eligible, a teacher must have been employed for the full school year. Half-time teachers shall receive one-half (½) of the above amounts. This pay shall be issued in a separate check no later than July 1.

SECTION H – TAX DEFERMENT

The Board agrees to provide a Tax Deferment to all employees by picking up each teacher's total State Teachers Retirement System contribution and paying such contributions directly to the State Teachers Retirement System. The teacher will pay the contribution directly to the Board. Taxes for each teacher will be deducted after the

contribution has been paid, thus reducing tax amounts. Taxes will have to be paid on a deferred basis for such contributions at the time of retirement.

SECTION I – TUTORS' PAY AND BENEFITS

1. Definition

   A tutor is a certificated/licensed professional that works with small groups of students at an hourly rate in order to provide support, intervention and/or to supplement general classroom instruction.

2. Responsibilities

   The tutor shall not be responsible for the total instruction of the subject areas, assignment of grades or the granting of credit at the high school level.

3. All tutors shall receive a limited contract and be paid according to their position on the salary scale for all hours scheduled according to the following base rates:

   Current rate in each year of the contract:

Years Exp	Bachelors	B +19	Bach +30
0 - 3	1.000	1.021	1.053
4 - 6	1.078	1.102	1.145
7 - 9	1.212	1.247	1.309
10 -12	1.301	1.343	1.418
13-15	1.391	1.440	1.528
16+	1.436	1.488	1.583

   Up to ten (10) years of prior service in public schools, chartered private schools in Ohio, and/or military service will be credited for placement on the Salary Schedule.

   Longevity steps shall be awarded to those tutors who have worked one hundred twenty (120) days in one (1) school year.

   Each tutor shall be paid for the time scheduled whether the student is in school or absent.

   All tutors will begin work on the first teacher day of the school year and end no earlier than two (2) weeks before the end of the school year. This includes District In-Service Day.

4. Tutors shall pay for benefits according to Article IV Section C.

5. Tutors shall accrue Sick Leave at the rate of one and one-fourth (1 1/4) days per month pro-rated according to the number of hours scheduled to work.

6. Tutors shall be paid for calamity days at the rate and hours they are scheduled to work that day.

7. Tutors shall be paid for up to one (1) hour per conference for IEP Conferences that cannot be held during scheduled work time and evening meetings required by Administrators.

8. All tutors shall be placed on a Tutor Seniority List according to the type of tutoring eligible to do. In the event the number of tutors needs to be reduced, tutors with less seniority will have their contracts suspended before tutors of greater seniority. Tutors will be called back in the reverse order of contract suspension.

   Annual seniority for tutors will be calculated by dividing the total number of tutoring hours for which the tutor was paid by the highest number of tutoring hours possible within that school year.

9. Tutors shall be paid for up to twenty (20) minutes travel time between buildings.

10. All tutors who work at least ten (10) hours per week shall be provided with the following amounts of paid planning time during the regular work day each week.

Hours Scheduled To Work	Planning Time
0 – 10	30 minutes
more than 10 but less than 20	1 hour
20 or more	1 ½ hours

SECTION J – OPEN ENROLLMENT

A teacher who resides outside of the School District shall execute an open enrollment form for any natural or adopted child or stepchild who actually resides in his/her home and enrolls in the District.

This open enrollment does not include optional school programs such as all-day Kindergarten, Extracurricular Activity Fees, or any program that requires the Board to pay a surcharge or excess cost.

The teacher may opt to pay the surcharge or excess cost.

SECTION K – TUITION REIMBURSEMENT PROGRAM

1. Thirty thousand dollars ($30,000) shall be set aside each school year for a tuition reimbursement program.

2. This program shall reimburse the cost of course work related to the teacher's professional development, teaching field or education.

3. A teacher who wishes to participate shall submit his/her letter of application in writing to the Superintendent or designee. The letter must include proof of

registration with an approved university in an area from number 2 above and a receipt showing the amount paid. This amount may include books and materials as well as tuition.

4. The reimbursement shall be limited to $1,250.00 per teacher per semester. The appropriation shall be divided into two equal portions of $15,000 each. Appropriation sessions will be July 1 through December 31 and January 1 through June 30.

5. Transcripts will be due by January 15th for Session 1 and July 15th for Session 2.

6. Payment will be made on a first-come, first-served application basis until the session appropriation is fully depleted except as specified in Section 7. No course completed in one session may be carried forward into the next appropriation session. The allowance is to be paid within thirty (30) days of the end of each session, provided a copy of the grade sheet and verification of the costs incurred have been submitted to the treasurer no later than the deadline specified for each session.

7. In the event that the number and expenditure of applicants In any session exceeds the available funds, the funds shall first be allocated to the applicants who did not receive tuition reimbursement the previous session; second, to those who utilized tuition reimbursement the previous year or for an earlier session of the current year, but did not exhaust their $1,250.00 allowance; third, to all other applicants in order of receipt of application.

ARTICLE IV. INSURANCE PROVISIONS

SECTION A – STARK COUNTY SCHOOLS COUNCIL OF GOVERNMENTS

1. The Board may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications.

2. The Stark County Schools Council of Governments Summary of Benefits Booklet shall be available to plan participants. Teachers may access this booklet via the District website.

3. In order to be eligible for insurance, a teacher must be scheduled to work at least thirty (30) hours per week.

4. Teachers shall not be paid cash in lieu of insurance benefits.

SECTION B – GENERAL PROVISIONS

1. Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

2. Health insurance benefits through COBRA shall be provided to teachers who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

SECTION C – COMPREHENSIVE MAJOR MEDICAL (CMM) PROGRAM

Teachers who are scheduled to work at least thirty (30) hours per week shall pay fifteen percent (15%) of their annual health insurance benefits.

SECTION D – PREFERRED PROVIDER – DOCTORS/HOSPITALS

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

SECTION E – PREFERRED PROVIDER – PRESCRIPTION DRUGS

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the teacher chooses to utilize, will include the following:

1. The program will be available to teachers and their dependents who have "primary" coverage under the District's insurance.

2. The teacher will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the teacher's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

SECTION F – TERM LIFE INSURANCE

The Board shall purchase and pay for, from a carrier licensed by the State of Ohio, Group Term Life Insurance for each teacher in the amount of Fifty Thousand Dollars ($50,000) plus an equal amount of Accidental Death and Dismemberment coverage.

Teachers may purchase additional Term Life Insurance at the group rate, in Five Thousand Dollar ($5,000) increments, up to a maximum of Sixty Thousand Dollars ($60,000) coverage in addition to Board-paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

The value of all life insurance reduces by 50% at age 65.

SECTION G – COMPREHENSIVE DENTAL INSURANCE

The Board shall purchase, through the Stark County Schools Council of Governments', single and family Dental Insurance. Teachers shall pay according to rate in Article IV Section C. Teachers may access the Summary Benefit booklet via the District intranet.

SECTION H – EMPLOYEE ASSISTANCE PLAN

The Board shall provide and fully pay the premium for an Employee Assistance Plan to include the following prepaid services:

1. Evaluation (diagnosis) of mental health, family, marital, and/or addictive problems;

2. Psychological testing;

3. Short-term outpatient counseling;

4. Addiction aftercare treatment;

5. Information and referral services;

6. Personal, individual consultation on family problems requiring interventions/ confrontations;

7. Advocacy and liaison services to persons/families involved in inpatient mental health or addiction treatment.

All information concerning a teacher or family member's mental health, family problems, marital problems, and/or addictive problems shall remain confidential, and shall not be released to any school official without written approval by the teacher, whether initiated by the teacher or the Employer.

SECTION I – SECTION 125 – TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care FSA and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

SECTION J – PREMIUM HOLIDAYS

If the employer receives a premium holiday(s), the teachers shall not be required to pay their portion of the premium(s) for the holiday month(s).

SECTION K – SPOUSAL COVERAGE

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

ARTICLE V. LEAVES

SECTION A – SICK LEAVE

1. Each full-time teacher whose salary or wage is paid in whole or part by the District shall be entitled for each completed month of service to Sick Leave accrual of one and one-fourth (1 1/4) days. Teachers may use Sick Leave without loss of pay upon approval of the Superintendent or Board for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the teacher's immediate family or for other individuals outside the teacher's immediate family, as approved by the Superintendent. The Superintendent's approval or disapproval in these instances, applicable to individuals outside the immediate family, shall not be subject to the grievance procedure. For bereavement reasons, the immediate family shall be extended to include aunts, uncles, nieces, nephews, cousins, or others as approved by the Superintendent.

2. "Immediate Family" is interpreted to mean mother, father, brother, sister, wife, husband, child(ren), grandparents and grandchildren or any other person who is a member of the immediate household. This is inclusive of in-laws.

3. Teachers who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to Sick Leave for the time actually worked at the time and rate as that granted full-time teachers.

4. Full-time teachers accrue to their credit fifteen (15) days Sick Leave per year; all teachers can accumulate an unlimited number of sick days.

5. Teachers shall utilize the electronic system, as provided by the Board to document sick leave. If a teacher is requesting the use of sick leave, the teacher shall identify the purpose of the sick leave as well as the relationship to the person. For example, medical appointment for a child, or personal illness.

   In accordance with Ohio Revised Code 3319.141, the teachers shall, upon request, list the name and address of the attending physician and the dates when he/she was consulted, if medical attention is required.

6. The Board will advance Sick Leave to new teachers who have not yet earned Sick Leave and to veteran employees who have exhausted all the Sick Leave they have earned. The amount of Sick Leave advanced shall be equal to, but shall not exceed, the amount the teacher would earn during the remainder of the school year in which it is granted.

7. Teachers who are beginning employment in the District must have a form filled in by the Treasurer of the previously employed board of education designating the total number of days of accumulated Sick Leave. Upon receipt of this information by the Superintendent, transfer of no more than the maximum allowable accumulation of Sick Leave, pursuant to item 4, above, of this Section, shall be credited to the account of the teacher.

8. After the first incident of four (4) or more consecutive days of absence (use of sick leave) in one school year, a teacher must provide a reason/rationale to his/her immediate supervisor. The next or subsequent incident of four (4) or more consecutive days of absence (use of sick leave) in the same school year, may require medical documentation. Falsification of an absence/sick leave record is subject to discipline up to and including termination.

SECTION B – SICK DAY BANK

1. The purpose of the Sick Day Bank is to provide sick days for serious personal illness or family illness to contributors to the Sick Day Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness.

2. Teachers may enroll in the Sick Day Bank during the month of September of each school year.

3. Upon initial enrollment, a teacher shall contribute one (1) day of his/her accumulated sick days to the Sick Day Bank. Days contributed to the Sick Day Bank are non-returnable.

4. Enrollment in the Sick Day Bank shall be continuous from year to year until a teacher withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the teacher to the Sick Day Bank Committee (SDBC) of his/her intent to withdraw.

5. Sick Day Bank Committee

   a. The Sick Day Bank Committee (SDBC) shall be composed as follows: the Superintendent or his/her designee; the Association President or his/her designee; one (1) administrator appointed by the Superintendent; two (2) teachers appointed by the Association President.

   b. The Sick Day Bank Committee (SDBC) shall review and approve or deny all applications to the Sick Day Bank. The Sick Day Bank Committee (SDBC) shall also determine the necessity for additional contributions to the Sick Day Bank and shall notify Sick Day Bank members of the need for said contributions.

   c. The Sick Day Bank Committee (SDBC) shall be responsible for reporting data concerning the Sick Day Bank to the Treasurer.

   d. Decisions of the Sick Day Bank Committee (SDBC) are final and may not be subject to the grievance procedures in Article III.

   e. The Sick Day Bank Committee (SDBC) shall review the operations of the Sick Day Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

6. General Procedures

   a. An application to request sick days from the Sick Day Bank will be accepted only from those teachers who have contributed to the Sick Day Bank.

   b. The Sick Day Bank will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the application in order for the request to be considered.

   c. An application will be considered only after a teacher has used all of his/her accumulated sick days and available sick day advances.

   d. Days received from the Sick Day Bank will be paid at one hundred percent (100%) of the member's daily rate of pay.

e. Once qualified to utilize the Sick Day Bank, the maximum number of days a teacher may use from the Sick Day Bank shall not exceed forty-five (45) days per incident. The Sick Day Bank Committee may award more days to a teacher.

f. Days may not be used from the Sick Day Bank for absences due to normal pregnancies (natural or cesarean section). Utilization of the Sick Day Bank for complications arising from pregnancy or childbirth may be authorized by the Sick Day Bank Committee (SDBC).

g. Days may not be used from the Sick Day Bank for absences due to disabilities which qualify the teacher of workers' compensation personal benefits, unless the teacher has exhausted all such benefits and his/her own accumulated sick days.

h. Whenever the total number of days in the Sick Day Bank falls below thirty (30), the Sick Day Bank Committee (SDBC) may require the Sick Day Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Day Bank.

i. Contributions to the Sick Day Bank shall not count against a teacher's record of perfect attendance.

SECTION C – PARENTAL LEAVE

A teacher who becomes pregnant will notify the Superintendent in writing at least ninety (90) days prior to the anticipated delivery date. Pregnancy, childbirth and related medical conditions shall be treated the same retirement as any other disability.

The following three (3) types of leave may be taken in any consecutive combination:

1. Sick Leave for Pregnancy:

   A teacher may use Sick Leave in conjunction with pregnancy or childbirth.

2. Family and Medical Leave:

   A teacher may take Family and Medical Leave for pregnancy, childbirth or adoption.

3. Parental/Adoptive Leave:

   a. A Parental/Adoptive Leave may be for not more than two (2) entire school years. A teacher who requests this leave will do so in writing to the Superintendent at least forty-five (45) days in advance of the start of the leave. Such leave may be for an entire year or the remainder of the current school year and may be extended to one (1) additional year at the

teacher's request. Such request must be in writing and submitted no later than March 31 of the preceding school year.

b. Neither Sick Leave nor salary increments will accrue to the teacher while on Parental Leave, but said teacher will retain any balance on these benefits accumulated up to the effective date of leave.

c. A teacher granted a Parental Leave may be reinstated at the beginning of a new school year/semester or at a time when an appropriate vacancy might occur.

d. Section 3319.16 of Ohio Revised Code shall prevail in all terminations of employment for noncompliance with the provisions of this policy.

e. A returning teacher shall be assigned to a similar position if such position is available. However, if this is not the case, the teacher may be assigned to some other position for which that teacher is qualified until an appropriate vacancy occurs at the beginning of a school year which is comparable to the previously held position.

f. Continuing contract status of a teacher shall not be affected adversely by Parental Leave, within the limits set forth in this policy.

g. At the request of the teacher, subject to the approval of the insurance carrier, the insurance benefits of a teacher on Parental Leave shall continue in full force during such leave, provided, however, that said teacher shall be responsible for and pay for the insurance premium. Under no circumstances shall these insurance benefits be in force beyond a period of two (2) years from the original date of commencement of leave.

h. Once notice is received by the Administration a teacher will be utilizing parental leave, upon the teacher's request, the Treasurer's office and/or HR office shall meet with the teacher to review how the teacher will be paid for the remainder of the work year.

i. In the event termination of pregnancy, death of the child, or the unforeseen loss of a majority of the spouse's financial support, every reasonable effort will be made to return the teacher from such leave as soon as possible, no later than the next grading period so long as two (2) weeks' notice is provided by the teacher.

j. A teacher shall be permitted to utilize thirty (30) days of his/her accumulated unused sick leave for adoption of a child, to be taken within six (6) months before or after placement of the child in the home. Use of days from the sick leave bank for purposes of adoption is not permitted.

SECTION D – UNRESTRICTED PERSONAL LEAVE

1. a. All full-time teachers shall be granted three (3) unrestricted Personal Leave days each year, and all half-time teachers of the bargaining unit shall be granted three (3) unrestricted Personal Leave days each school year, without loss of pay or deduction from sick leave, for personal business, emergencies, or obligations.

   b. Tutors who are members of the bargaining unit shall be granted three (3) unrestricted Personal Leave days each year, without loss of pay or deduction from Sick Leave, for personal business, emergencies, or obligations. The tutor will be paid for the number of hours scheduled to work on the day of leave.

2. Prior written notice of intent to use such leave shall be submitted as far in advance as possible. When unusual circumstances make it impossible to notify in advance, the notification shall be made orally in person, by text, by a telephone call, email, or by other means, and then confirmed at the earliest practicable time. The teacher shall enter the absence into the electronic system and/or confirm the absence was entered as soon as possible.

3. Unrestricted Personal Leave shall be limited in that no more than twenty (20) teachers in the District may be granted leave without reasons during any single school day. Unrestricted Personal Leave shall be granted in order of the date submitted. Such leave may not be taken the day before or after a holiday, vacation, summer recess from the first day of the last full week before Christmas Vacation or from May 25 through the last day of the school year; however, an appeal may be made to the Superintendent for good cause including, for example, teachers who are taking their children to college visits or are helping their children move into college housing or leaving for college.

4. Personal Leave not used during the school year will be converted to Sick Leave on a one-to-one basis. Personal Leave that has been converted to Sick Leave cannot be converted to Personal Leave.

SECTION E – BEREAVEMENT LEAVE

Active employees shall be eligible for up to three (3) days paid leave in the event of a death in the immediate family, within ten (10) calendar days after the death, unless approved by the Superintendent. Verification of the death and relationship to the deceased must be provided.

SECTION F – UNPAID LEAVE

Extended unpaid leave may be available for medical purposes, for teachers who are not eligible or who have exhausted their family medical leave. Such leave may be granted for personal illness or for illness in the immediate family. The teacher may continue any already existing insurance coverage by reimbursing the total cost of the premium to the Board. The leave may be for the remainder of the school year. The

teacher may request an extension for up to one additional school year. The teacher shall return to the same position at the end of the leave. Requests to use said leave should be submitted, in writing, as far in advance as possible of the starting date of such leave.

SECTION G – MILITARY LEAVE

1. Any teacher who has left, or leaves, a teaching position with the Board, by resignation or otherwise, and within forty (40) work days thereafter entered, or enters, the uniformed services and whose service is terminated in a manner other than as described in section 4304 of Title 38 of the United States Code, "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149, 38 U.S.C.A. 4304, shall be reemployed by the Board, under the same type of contract as that which the teacher last held with the Board, if the teacher applies to the Board for reemployment in accordance with the "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149, 38 U.S.C.A. 4312. Upon such application, the teacher shall be reemployed at the first of the next school semester, if the application is made not less than thirty (30) days prior to the first of the next school semester, in which case the teacher shall be reemployed the first of the following school semester.

2. For the purposes of seniority and placement on the salary schedule, years of absence performing service in the uniformed services shall be counted as though teaching service had been performed during such time.

3. The Board may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the uniformed services in accordance with R.C. 3319.17.

4. Sick Leave shall not accrue during the teacher's absence performing service in the uniform services; however, the teacher shall retain the balance of any Sick Leave accumulated up to the effective date of Military Leave.

5. A teacher returning from service in the uniformed service will be assigned to a position in which that teacher is qualified with consideration given to the position held by the teacher prior to the effective date of Military Leave.

SECTION H – SABBATICAL LEAVE

1. Provisions

   a. Any teacher who has served continuously in the District for a period of at least five (5) years shall, on the recommendation of the Superintendent and subject to the approval of the Board, be granted Sabbatical Leave (without pay) for the following purposes.

      (1) Approved Study

      (2) Approved Travel

b. Sabbatical Leave may be approved for no less than one (1) semester or for no more than one (1) year.

c. Sick Leave and salary increments will accrue to a teacher while on Sabbatical Leave.

2. Application for Sabbatical Leave

Application for Sabbatical Leave must be made to the Superintendent sixty (60) days before the leave is to begin. The application shall be accompanied by the reasons for the request.

3. Notification of Return

A teacher on Sabbatical Leave during the second semester shall notify the Superintendent of his/her intent to return to a teaching position no later than April 1.

4. Reassignment

Assignments of persons returning from Sabbatical Leave shall be made on or before August 1 of the new school year.

SECTION I – PROFESSIONAL LEAVE

The Board shall assume the cost of professional meetings, conferences, or workshops outside of the District.

1. Procedure for Applying for Professional Leave

a. Electronic applications for professional leave shall be transmitted through Job Router.

b. Applications shall be made at least four (4) weeks prior to the meeting or workshop, if possible.

c. Notice of approval shall be provided to the applicant, Principal and Superintendent.

2. Procedure if Leave is Granted

a. If the leave is granted, the teacher will be notified.

b. All original and itemized receipts should be forwarded to the Treasurer.

c. Reimbursement will be made upon approval by the Superintendent. Total expenses are not to exceed estimated amount.

3. Cost for Professional Leave

The Board will assume costs for teachers attending professional meetings, conferences, and workshops outside the District. The teacher shall follow the purchase requisition process and shall provide proof of attendance upon return. If proof of attendance is not provided, the teacher shall reimburse the Board. This includes registration fees and lodging.

a. Registration Fees:

To be paid in full – original and itemized receipt required.

b. Lodging:
Lodging shall not include fees for personal incidentals, phone calls, room service, etc. Accommodations should be shared whenever possible and acceptable. The cost will be paid by the Board. An original and itemized tax exempt lodging receipt is required upon return. Submit this receipt to the Treasurers Department along with proof of attendance.

c. Meals:

The cost of meals be reimbursed on an "actual cost" basis up to a maximum of Fifty Dollars ($50.00) per day. Original and itemized receipt required.

d. Travel:

Teachers who travel in their private vehicles will be reimbursed at the IRS allowable rate per mile for the year in which the travel occurred via the most direct route up to a maximum of five hundred (500) miles round trip. Travel in excess of five hundred (500) miles round trip will be reimbursed on a "least cost" basis by comparison with public transportation. In the event that public transportation is used, original and itemized receipts are required.

e. Other Expenses:

Expenses other than those listed above must be specifically authorized and approved by the Superintendent and/or Treasurer.

f. When a conference is required for the purpose of meeting State Standards, full expenses of participating teachers will be assumed by the Board.

g. Teachers who attend outside conferences, at the Board's expense will, upon return from the professional development experience, be expected to share information presented at the conference with his/her building staff/administration in an oral report at the next regularly scheduled building staff/department meeting.

SECTION J – ASSAULT LEAVE

A. Teacher Protection

1. Nothing in this Section prohibits a Teacher from lawfully defending himself/herself or obtaining assistance in order to protect himself/herself from any injury or physical disability resulting from any assault or intervention in an ongoing physical altercation between other individuals on Board premises or during a Board-sponsored event.

2. The Principal should be immediately notified to call the police, parents, and the Superintendent. If the Principal is not available, a teacher may call the police and shall provide notice to the Principal as soon as possible

3. As soon as possible, the teacher will report, in writing, to the school Principal, the Superintendent, and the Association all cases of alleged assault suffered by him/her in connection with his/her employment, or physical disability suffered as a result of taking action to intervene in an ongoing physical altercation between other individuals on Board premises or during a Board-sponsored event. The Superintendent shall acknowledge, in writing, receipt of such reports to the Board and to the Association.

4. Any time a teacher employed by the Board is a victim of an alleged assault, efforts will be made to remove the assailant in accordance with Board policy, as well as local, state and federal law.

5. Nothing in this Section shall prohibit any teacher from pursuing his/her legal rights to bring either a civil suit and/or to press criminal charges.

B. Leave Procedures

1. A Teacher who is absent due to physical or psychological disability resulting from an assault suffered by him/her in connection with his/her employment, or due to a physical disability resulting from intervening in an ongoing physical altercation between other individuals on Board premises or during a Board-sponsored event, will be maintained on full pay status during the period of such absence for the equivalent of up to ten (10) days. The Superintendent or designee may approve an additional ten (10) days. The teacher may apply for workers' compensation coverage if additional leave is necessary.

2. The Teacher shall furnish a signed statement on forms prescribed by the Board to justify the use of assault leave.

3. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration may be required before assault leave can be approved for payment.

4. Assault leave granted under this Section shall not be charged against any leave earned or earnable.

SECTION K – JURY DUTY LEAVE

A teacher shall be granted time off for jury duty actually served during the workday and shall suffer no loss of pay or benefits. The teacher may keep any payment received for jury duty. Documentation received from the court confirming jury duty actually served must be submitted via the electronic system and also in paper format.

SECTION L – PUBLIC SERVICE LEAVE

1. If elected or appointed to a public office, a teacher may request a leave of absence for one (1) term of office.

2. Any teacher who has ten (10) or more years of service in the District and who desires to return to the employ of the Board at a future date, shall be granted a leave of absence without pay.

3. Requests for this leave must be made, in writing, at least forty-five (45) days in advance of the start of the leave. The request must state the ending date of the term of office. Reinstatement to a comparable position shall occur at the beginning of the first school year following the ending date of the term of office. Should an opening occur after the ending date of the term of office but prior to reinstatement, the teacher will be notified and may accept the position.

4. Subject to the approval of the insurance carrier, a teacher granted this leave may pay for insurance benefits if not covered by his/her public position.

SECTION M – OTHER ABSENCES

Other absences may be authorized by the Superintendent on the basis of written requests submitted in advance of the absence as follows:

1. Activities such as attendance at professional conferences, visiting other schools in the line of duty, staff development activities required by the administration, and if approved by the Superintendent.

2. For professional improvement, such as attendance at examinations required for a degree and attendance at graduation exercises for a degree when such attendance is required by the college or university, not to exceed two (2) working days in any one (1) school year.

3. Absence caused by unusual and abnormal circumstances may be authorized by the Superintendent, if, in his judgment, such absence is in the best interest of the schools.

SECTION N – FAMILY AND MEDICAL LEAVE CLAUSE

The provisions of the Collective Bargaining Agreement shall not be adversely affected by the Family and Medical Leave Act.

SECTION O – PROFESSIONAL DEVELOPMENT DAYS

A teacher enrolled in an education program which requires the defense of a thesis, a dissertation or an exam during regular working hours shall be granted release with pay up to one (1) day per semester.

ARTICLE VI. ASSIGNMENT

NOTICE OF ASSIGNMENT

1. Notice regarding assignment of teachers for the succeeding September shall be forwarded to teachers on or before the last teacher workday, except that Kindergarten teachers shall receive notice of assignment within ten (10) days after the Administration has received and compiled sufficient information to make such assignments. Such notice shall include as much information as practicable, such as grade or grades to be taught and building(s) to be serviced.

2. After receipt of this notice, changes shall not be made without the concurrence of the teacher involved. However, if enrollment shifts or class rosters mandate an assignment change and the teacher does not concur, an assignment may, nevertheless, be adjusted upon notification to, and concurrence by, the President of the Association or a designated representative.

3. The welfare of students is the foremost factor in original assignment. The desire of the Teacher and the Teacher's seniority standing are secondary considerations in assignments.

ARTICLE VII. TRANSFER

Transfers are usually made with the welfare of the children as the deciding factor. Transfers are NOT necessarily synonymous with disciplinary action.

SECTION A – VOLUNTARY TRANSFER

Every effort will be made to accommodate requests for transfer. A teacher desiring a change of assignment should discuss this matter with the Building Principal and then submit his/her request in writing to the Superintendent on or before April 15 of the preceding school year. Changes in assignment are completed on or about July 15.

Unless notified of a change, teacher assignments made by the Principal in the Spring will remain in effect.

SECTION B – INVOLUNTARY TRANSFER

The Superintendent or a Principal desiring the transfer of a teacher shall first discuss this matter with the teacher involved. Written notice of the intent to transfer, including reasons, shall be given to the teacher on or before May 15 of the preceding school year. If a Principal initiates the transfer, the teacher shall have the right to a hearing with the Superintendent. A decision to transfer will be given in writing to the teacher, the Association President, and Principal by the Superintendent on or before June 1.

A teacher involuntarily transferred from one building to another shall receive one (1) additional day of pay at their per diem rate of pay and shall be required to work one (1) additional day to set up their classroom and prepare for the ensuing school year. Teachers must submit a timecard with their supervisor's approval to be paid for this additional day. This paragraph does not apply to building openings or closing.

SECTION C – CLASSROOM TRANSFER

In the event it becomes necessary to transfer a special education classroom from one building to another, the teacher with the least District seniority and appropriate certification will be the one transferred.

ARTICLE VIII. VACANCIES

A. After exhausting the Recall List, all vacancies for positions shall be published in every school and properly certified/licensed teachers will be given the opportunity to apply for such positions. All properly certified/licensed teachers who apply for a vacant position shall be interviewed.

B. Vacancies shall be filled on the basis of qualifications for the vacant position. However, when two (2) or more applicants are substantially equal in qualifications, the applicant with the greatest length of continuous service in the Stow-Munroe Falls City School District shall be given preference. For Teachers hired on or after July 1, 2007, seniority shall be defined as length of continuous service *as a Teacher* in the District.

C. In case of a vacancy occurring in the summer, the vacancy shall be posted on the web-site so that all Teachers are deemed to have notice of the same. Teachers who are properly certified/licensed shall be given the opportunity to apply and be interviewed before the position is filled.

D. Notification of all new positions/vacancies shall also be sent to the Association President prior to posting the vacancy on the District's website. Email notification of new positions/vacancies shall be sent to all teachers.

ARTICLE IX. REDUCTION IN FORCE

If the Board determines it is necessary to reduce the number of positions currently filled by a teacher or teachers, the following procedures shall apply. The procedures contained herein for such reduction in staff shall not pertain to any teacher whose contract is nonrenewed for performance reasons.

When, for any of the following reasons, the Board decides that it will be necessary to reduce the number of teachers it employs, the Board may make a reasonable reduction:

1. Return to duty of regular teachers after leaves of absence,

2. Suspension of schools,

3. Territorial changes affecting the District,

4. Financial reasons; or

5. Decreased enrollment of pupils in the District.

SECTION A – ATTRITION

The number of persons affected by a Reduction In Force (RIF) will be kept to a minimum by not employing replacements insofar as practicable for teachers who retire or resign or whose limited contracts are not renewed for performance reasons.

SECTION B – REDUCTION OTHER THAN BY ATTRITION

1. Suspension of Contracts

    a. To the extent that reductions are not achieved through attrition, reductions may be achieved by suspending contracts.

    b. In the absence of unforeseen circumstances, the Board will notify those teachers whose contracts are to be suspended by May 20 of the school year preceding the intended suspensions and shall specify the reasons for said suspension. Such notice shall be delivered only at the end of the school day.

    c. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that a teacher is required to work a percentage of the time the teacher otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the teacher otherwise would receive under the contract.

2. Notice

    a. When the Administration determines in any school year that there may be need to suspend contracts for the following school year, the President of

the Association will be given written notice of such possibility, with reasons, as soon as is practicable.

b. The Association shall be provided with all relevant data concerning student enrollments, teachers' seniority, areas of certification, years' experience in subjects taught, leaves of absence, and other related information at least one (1) week prior to the meeting with the Board referred to in Paragraph c, below. The Association shall furnish such similar information that is not within the possession of the Administration.

c. The Association will be given the opportunity to make its own views known to the Board, in Executive Session, before the Board acts on any recommendations for suspension.

3. Seniority

a. Whenever it becomes necessary to implement RIF procedures, seniority, areas of certification, experience in subjects taught, contract status, and final overall rating shall be the exclusive criteria in determining retention or suspension. Seniority shall only be considered when making a decision between teachers who have comparable evaluations. All teachers shall be placed on a Seniority List upon their areas of certification and contract status. Subject to Paragraph f, below, teachers shall be placed on all lists for which they are certified.

b. Seniority shall be determined by the length of continuous service in the District, except that:

(1) A teacher does not have seniority for a position for which he/she is not certificated; or

(2) Teachers with continuing contracts shall be granted greater seniority than teachers with limited contracts in determining the order of contract suspension.

c. Subject to Paragraph f, below, if two (2) or more teachers on any Seniority List have the same length of continuous service, and a comparable final overall rating, seniority shall be determined by:

(1) The date of the Board meeting at which the teacher was hired; and then by

(2) The date the teacher signed the contract; and then by

(3) The date and if necessary, order, in which the teacher submitted a completed job application; and then by

(4) Coin toss.

d. Authorized leave of absence will not add to or subtract from the length of continuous service in the District.

e. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.

f. Total continuous service with the Board shall be applied to all subject areas in which a teacher is certified. Areas of certification must be on file.

g. Order of Reduction

(1) Outside of vocational education, teachers who possess an alternative teaching license shall be the first teachers reduced in the following order: a) teachers with a final overall rating of ineffective (seniority as tiebreaker between comparably evaluated teachers); b) teachers with a final overall rating of developing (seniority as tiebreaker between comparably evaluated teachers); and c) teachers with a final overall rating of accomplished or skilled (seniority as tiebreaker between these comparably evaluated teachers).

(2) Limited contract teachers with a final overall rating of ineffective (seniority as tiebreaker between comparably evaluated teachers);

(3) Limited contract teachers with a final overall rating of developing (seniority as tiebreaker between comparably evaluated teachers);

(4) Limited contract teachers with a final overall rating of accomplished or skilled (seniority as tiebreaker between these comparably evaluated teachers);

(5) Continuing contract teachers with a final overall rating of ineffective (seniority as tiebreaker between comparably evaluated teachers);

(6) Continuing contract teachers with a final overall rating of developing (seniority as tiebreaker between comparably evaluated teachers);

(7) Continuing contract teachers with a final overall rating of accomplished or skilled (seniority as tiebreaker between comparably evaluated teachers.

(8) If the teacher is the lowest in seniority in a certificated area that is to be reduced, and is selected to be suspended, but that teacher has greater seniority and a comparable final overall evaluation in another area of certification, that teacher shall be assigned to the other area of certification and a teacher with lesser seniority shall be suspended.

h. A teacher who is not certified in a subject area when the suspension of contracts will go into effect but who subsequently achieves certification shall be eligible for recall to fill a subsequent vacancy in that subject area pursuant to Section C, below, with full seniority rights. Such teacher shall also be eligible for placement on the Substitute List pursuant to Item 4.d, below.

4. RIF Lists

a. Teachers selected for suspension under this Article shall immediately be placed on a RIF List, provided the teacher was employed by the Board for a minimum of one hundred twenty (120) actual work days during the twelve (12) months preceding the last day of employment and such list shall be given immediately to the President of the Association. Teachers nonrenewed for performance reasons shall not appear on this list.

b. A teacher selected for suspension under this Article shall have the right to resign after July 10 if the teacher finds and accepts employment elsewhere. The Board will also consider accepting the resignation of any unaffected teacher after July 10 of any year if there is an affected teacher who is certified and meets the requirements of Item 3.f, above, or who can be certified pursuant to Item 3.h, above, in the subject area of the unaffected teacher.

c. Subject to Item 3.f, above, no new teachers shall be employed by the Board while there are teachers on the RIF List who are certified for any opening. The Administration will notify immediately all teachers when vacancies and/or new positions occur. When notice has been given and after all reasonable efforts have been made to determine that there is no teacher certified, the Administration may fill any vacancy and/or new position.

d. A teacher selected for suspension under this Article shall have the option to be placed on the Substitute List. Any teachers who choose to be placed on the Substitute List shall be called first, based upon years of continuous service, certification, and the requirements of Item 3.f, above, and shall be paid at the same per diem rate received by other substitutes.

e. A teacher under a suspended contract shall be permitted to sign up for or continue with any and all group insurance benefits offered through the Board, during the duration of the teacher's recall rights, at the teacher's expense.

f. A suspended teacher who is seeking employment elsewhere shall be given letters of recommendation to prospective employers which state the teacher's contract suspension was because of RIF and not teaching performance.

SECTION C – RECALL

1. Eligibility

Subject to Section B, Items 3.f and 3.h, above, a teacher whose name appears on the RIF List shall be offered reemployment when a position becomes available for which he/she is certified/licensed. Teachers shall be returned to active employment in the order of comparable evaluations and seniority, subject to Section B, paragraph 3(g) above, to fill vacancies for which they are certified, subject to the condition stated in the previous sentence. Seniority shall only be considered when making a decision between teachers who have comparable evaluations.

2. Notice

a. If a vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Written notice by registered or certified mail addressed to the teacher's last known address shall constitute the offer. It shall be the responsibility of each teacher to notify the Administration of any change in address.

b. An offer of employment shall be deemed rejected and the teacher shall be removed from the RIF List, unless it is accepted in writing by registered or certified letter and received by the Board within fifteen (15) calendar days from the date the offer was mailed, or within five (5) calendar days if the offer is mailed within ten (10) days before the start of a school year or semester, except that if the last day for receipt of the acceptance is a Saturday, Sunday or legal holiday, the period shall run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

c. No Teacher whose continuing contract has been suspended pursuant to this Article shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the Teacher was not employed full-time just prior to suspension of the Teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the Teacher last held while employed by the Board.

d. A teacher who is on a RIF List and who accepts or rejects employment by the Board for a position (whether full- or part-time) that does not require a license, certificate, or permit issued by the Ohio Department of Education shall remain on the RIF List pursuant to the terms of the negotiated agreement.

e. A teacher whose contract for a full-time position was suspended in a RIF, who is on a RIF List, and who accepts or rejects part-time employment by the Board for a position that requires a license, certificate, or permit issued by the Ohio Department of Education shall remain on the RIF List pursuant to the terms of the negotiated agreement.

f. A teacher whose contract for a part-time position is suspended in a RIF, who is on a RIF List, and who accepts or rejects employment by the Board for a position (whether full- or part-time) that requires a license, certificate, or permit issued by the Ohio Department of Education shall be removed from the RIF List.

g. A teacher whose contract is suspended in a RIF, and who is on a RIF List, and who rejects recall to the position from which the teacher was RIF'd shall be removed from the RIF List.

h. A teacher whose contract for a full-time position was suspended in a RIF, is on a RIF List, and who rejects full-time employment by the Board for a position that requires a license, certificate, or permit issued by the Ohio Department of Education shall be removed from the RIF List.

3. Time on RIF List; Status Upon Return

a. A teacher shall remain on the RIF List for twenty-four (24) months from his/her last day of active service in the system.

b. Any teacher who fails to accept a recall, or waives his/her recall rights in writing, will be immediately removed from the RIF List.

c. A teacher who is recalled shall be credited with the same seniority, Sick Leave accumulation, and placement on the Salary Schedule he/she had prior to the RIF. If a teacher who is recalled has taught in another district while on our RIF List, he/she shall be credited with Sick Leave accumulation and placement on the Salary Schedule he/she accrued while on RIF.

SECTION D – STATE AND FEDERAL LAW

Exceptions to preferences for retention or recall, based on seniority, may be made when necessary to do so in order to comply with Federal laws regarding employment.

SECTION E – GRIEVANCE PROCEDURE

Only the procedure by which RIF is carried out shall be subject to the arbitration provision of this Agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provisions of this Agreement.

SECTION F – COMPLIANCE WITH LAW

Nothing contained herein shall abridge the Board's right to nonrenew the limited contract of a teacher for performance reasons in accordance with Ohio Revised Code 3319.11 and this Agreement.

ARTICLE X. EMPLOYEE EVALUATION

SECTION A – PURPOSE

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in the District.

2. To inform instruction.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

4. To make a record of teacher performance.

SECTION B – APPLICATION

1. The OTES procedure described in this Article applies to teachers who meet one of the following categories:

    a. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26 or 3319.226 who spends at least 50 percent of his/her time providing content-related student instruction; or

    b. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2013 who spends at least 50 percent of his/her time providing content-related student instruction; or

    c. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50 percent of his/her time providing content-related student instruction; or

    d. A teacher working under a permit issued under ORC 3319.301 who spends at least 50 percent of his/her time providing content-related student instruction.

2. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.

3. Teachers not subject to the Ohio Teacher Evaluation System (OTES) shall be evaluated under the OTES timeline and will utilize the rubric as it reflects their job duties.

SECTION C – DEFINITIONS

1. Credentialed Evaluator

    a. Evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education.

b. Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment.

c. Teachers will be evaluated by their building administrators or central office administrator.

d. If the assigned evaluator is unavailable due to an emergency, the Superintendent and the Association President shall meet to approve an alternative evaluator who may be a credentialed individual from outside the District.

2. Days

a. "Days" for the purpose of the OTES procedure shall mean school days, and not calendar days.

3. Effectiveness Rating

a. Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective.

4. Evaluation Instruments: The following forms are the evaluation instruments used in the OTES procedure and are included in the Appendices to this Agreement:

Professional Growth Plan

Improvement Plan

Walkthrough/Partial Evaluation Tool

Teacher Performance Evaluation Rubrics

School Counselor Performance Evaluation Rubrics

Alternative Performance Evaluation Rubrics

Final Summative Rating of Teacher Effectiveness

5. Value-Added

Value-Added refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school building level based on each student's scores on state issued standardized assessments.

6. Vendor Assessment

Vendor Assessment refers to student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include a nationally-normed standardized assessment, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

7. Student Growth

Student growth is the change in student achievement for an individual student between two (2) or more points in time. Student Growth is the foundation for high-quality student data.

SECTION D – EVALUATION POLICY CONSULTATION COMMITTEES

1. An Evaluation Advisory Committee will meet annually in May, or as needed, to make recommendations to the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will consist of up to eight (8) administrators appointed by the Superintendent and up to eight (8) STA members appointed by the Association. The committee shall be advisory only. Any recommended changes by the committee to the evaluation procedure shall be subject to ratification by the Association and Board approval.

2. A High Quality Student Data-Assessment Validation Sub-Committee will meet, as needed, to review and approve assessments developed at the local level. The committee will consist of up to five (5) administrators appointed by the Superintendent and up to five (5) STA members appointed by the Association. Additional members may be consulted on an ad hoc basis, and based on specific content area knowledge. Decisions regarding assessment approval will be made by consensus.

SECTION E – ORIENTATION

1. Processes/procedures/updates for OTES will be provided during a staff meeting held by September 30 of the school year, at each building.

2. Teachers will be informed of their evaluator and of their evaluation cycle status (full/partial) by September 30.

3. In the event a teacher performs work under the supervision of more than one (1) supervisor, one (1) supervisor shall be designated as the primary evaluating supervisor by the Superintendent or his/her designee each school year. Where a teacher is split among buildings, the formal observations shall be provided by the primary evaluator, however, walkthroughs may be split so that the teacher will be observed by a supervisor from each building during the school year.

4. In the event the teacher's evaluating supervisor is unavailable (due to a long-term absence or leave), another credentialed evaluator employed by the Board as an administrator will be assigned.

5. The evaluation of counselors will use a similar model, as applicable to teachers, under the Ohio School Counselor Evaluation System ("OSCES").

6. Teachers and Evaluators will utilize the electronic system provided by the state.

SECTION F – EVALUATION PROCEDURES

1. Self-Assessment:

    a. Teachers may complete a self-assessment form to identify strengths and areas for growth. Completion of the self-assessment is optional, unless otherwise indicated in parts (b) or (c), and is within the teacher's discretion to share the form with his or her credentialed evaluator.

    b. The self-assessment is strongly recommended for teachers who were rated "Developing" in the previous school year.

    c. The self-assessment is required in the first year for teachers new to the district, and for teachers rated "Ineffective" in the previous school year.

2. Professional Growth Plans (PGP) and Improvement Plans:

    a. Teachers must develop a Professional Growth Plan or Improvement Plan by September 30. Professional Growth Plans for teachers previously rated as Accomplished shall be self-directed. Professional Growth Plans for all others should be developed by the teacher in collaboration with the evaluator. Improvement plans should be developed collaboratively between the teacher and the evaluator.

    b. A professional improvement plan is a clearly articulated assistance program for a teacher whose performance displays a deficiency. Dimensions of the improvement plan shall include:

        1. Specific performance expectations, resources and assistance to be provided;

        2. Timelines for its completion; and

        3. Monetary, time, material, and human resources.

    c. The credentialed evaluator reserves the right to institute an Improvement plan in any area considered Developing or Ineffective, and at any time independent of the OTES process.

d. During the development of the improvement plan, teachers may seek assistance from the Association.

3. Evaluation Timeline:

a. By September 30:

1. Staff Meeting to Inform Changes to OTES procedures; and

2. Complete Professional Growth Plan (PGP) or Improvement Plan.

b. By November 1:

1. Submit Notice of Retirement to HR to be excused from OTES procedures.

c. By May 1:

1. Evaluations are Completed.

d. By May 10:

1. Final Summative Rating is Determined; and

2. Electronic Forms are Signed and Submitted.

4. Teachers shall be evaluated yearly, according to either the full or partial evaluation process.

The <u>full</u> evaluation process will consist of the following:

a. Professional Growth or Improvement Plan;

b. Pre-Conference meetings before each scheduled observation;

c. One (1) scheduled 30-minute Holistic Observation); One (1) scheduled 30-minute Focused Observation; both of which will utilize the Teacher Performance Evaluation Rubric (See Appendix);

d. Post-Conference meetings following each scheduled observation;

e. Walkthroughs (minimum of two (2); and

f. Final Summative Rating.

The <u>partial</u> evaluation process will consist of the following:

a. Professional Growth Plan;

b. One (1) scheduled 30-minute Holistic Observation utilizing the Walkthrough/Partial Evaluation tool (See Appendix);

c. Professional Growth Plan Progress Conference; and

d. Final Summative Rating.

5. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall have a partial evaluation for two years followed by a full evaluation in the third year.

6. A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall have a partial evaluation for one year followed by a full evaluation in the second year.

7. Any teacher who is eligible for a continuing contract shall be placed on a full evaluation cycle during the school year in which they are under consideration for such status (the above two paragraphs would not apply in this case).

8. An evaluation cycle will not be implemented for any teacher who has:

a. Submitted an official notice of retirement on or before November 1 of the school year with Board Action on the retirement notice prior to December 1 of each year.

b. Has or will be on leave for fifty percent (50%) or more of the school year as reflected in the Board Agenda/Board minutes demonstrating Board Action.

9. Observations and Walkthroughs will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness or absence of more than five (5) days, on staff development release time days, on the first or last day of a grading period, or on the days of building wide parties/celebrations.

10. If, after the first or second observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be scheduled. In the event of a third observation, the teacher may request a different evaluator.

11. Walkthroughs

a. Walkthroughs shall be between ten (10) and twenty-five (25) minutes.

b. Feedback will be electronically shared with the teacher within twenty-four (24) hours.

c. A walkthrough is a:

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

2. A process for giving targeted evidence-based feedback to teachers; and

3. A means for principals to visit classrooms more frequently and more purposefully.

d. A walkthrough is not a(n):

1. A formal observation;

2. A "gotcha" opportunity for supervisors or evaluators;

3. An isolated event; or

4. A shortcut to the observation protocol required as part of the teacher evaluation process.

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

12. High Quality Student Data ("HQSD")

The high-quality student data instrument used must be rigorously reviewed by experts in the field of education, and meet the following criteria:

a. Aligned to learning standards;

b. Measure what is intended to be measured;

c. Not offend or be driven by bias;

d. Be attributable to the specific teacher for course(s) and grade level(s) taught;

e. Demonstrate evidence of student learning (achievement and/or academic growth);

f. Follow protocols for administration and scoring; and

g. Provide trustworthy results.

13. Types of High-Quality student data:

a. Value-Added: Ohio's state tests provide value-added data; which research supports as a high quality source of student data. When value-

added data is available for a teacher it must be one of the sources of high-quality student data used in the teacher's evaluation.

b. Approved Vendor Assessments: Districts or schools can use other assessments provided by national testing vendors and approved for use in Ohio.

c. District-Determined Instruments: Districts or schools may identify measures of high-quality student data other than value-added and vendor assessments. These measures must adhere to the requirements outlined above in the definition of high-quality student data.

14. Use of High-Quality Student Data:

The teacher must use the data generated from the high-quality student data instrument to:

a. Critically reflect upon and analyze available data, using the information as part of an ongoing cycle of support for student learning;

b. Consider student needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students;

c. Inform instruction, adapting instruction to meet student needs based upon the information gained from the data analysis;

d. Measure student learning (achievement and/or academic growth) and progress toward achieving state/local standards.

15. Finalization of Evaluation:

a. The final evaluation will be completed by the evaluator by May 1. The results of the evaluation along with the teacher's Final Summative Rating will be communicated to the teacher, and all documents will be electronically signed, no later than May 10.

b. The teacher and evaluator shall sign the required documents utilizing the state provided electronic system. The teacher's signature/PIN serves as notice that the evaluation is complete and has been simultaneously filed. The electronic signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

c. The teacher 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 teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

d. The evaluation cycle shall be determined by the teacher's final summative rating for the next academic year.

SECTION G – APPEALS

The conclusions and ratings reached by an evaluator, as provided in this Article, shall not be grievable beyond Level 2. Procedural elements of the evaluation process shall be subject to all Levels of the grievance procedure.

SECTION H – PERSONNEL ACTION REQUIREMENTS

1. If the evaluator or the Superintendent decides to recommend contract nonrenewal, contract termination, or denial of continuing contract, or any other adverse personnel action, a conference with the teacher and the Association shall be held at least ten (10) days prior to any official Board action. At the conference, the teacher shall be given the reasons in writing for said action.

2. Notification of any performance based non-renewal or termination shall only be given at the end of the school day.

SECTION I – DUE PROCESS

Any violation of procedural due process shall automatically require reemployment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

ARTICLE XI. TEACHER CONTRACTS

SECTION A – JUST CAUSE

Any type of personnel action shall be subject to applicable provisions of this Contract and pertinent sections of the Ohio Revised Code.

SECTION B – CONTINUING CONTRACTS

A teacher who becomes eligible for a continuing contract during the term of a multi-year limited contract shall notify the Superintendent or designee in writing by October 1 of the school year in which they become eligible for the purpose of placing said teacher on the proper evaluation format in order to grant a continuing contract. Said teacher shall be granted said continuing contract subject to applicable provisions of this Contract.

SECTION C – SUPPLEMENTAL DUTIES

1. Supplemental Duties Defined:

   "Supplemental Duties" shall be defined as those duties which are performed during time in excess of the workday, workweek, work year, or in addition to the teacher's regular duties. Such supplemental contracts shall be limited one-year

contracts. Teachers performing supplemental duties shall be issued written, individual, limited contracts that include:

a. Duration of supplemental contract;

b. Title of supplemental position;

c. Amount of supplemental compensation or hourly rate by payment section;

d. Supplemental job description.

2. Any teacher holding a supplemental contract may be continued from year to year in his/her current supplemental position based upon his/her desire to continue in the position, satisfactory performance evaluations and a recommendation from the Superintendent. If a current supplemental contract holder wishes to continue service as a supplemental contract holder and is recommended for continued employment in the supplemental position, such position shall not be considered a "vacancy."

3. Notice of intent to post vacancies/newly created supplemental positions shall be provided to the Association President prior to posting vacancies to the bargaining unit membership.

4. A vacancy shall be considered to exist when a supplemental contract holder provides notice that he/she no longer intends to continue employment in the supplemental position or is nonrenewed.

5. Internal Posting of Supplemental Positions:

a. All supplemental vacancies shall be posted to teachers for not less than five (5) business days. Notification will be sent by email.

b. In an emergency situation, the posting period may be shortened/reduced, with notice to the Association President.

6. Award of Supplemental Positions:

a. All supplemental vacancies shall first be offered to teachers. If qualified, the teacher shall be recommended by the Superintendent to the Board for employment in the supplemental position.

b. If no qualified teacher accepts the position, the vacancy shall be advertised to other licensed AND non-licensed persons not currently employed by the Board who hold a pupil activity permit or has the ability to obtain a pupil activity permit.

c. The Board may hire a qualified licensed or non-licensed person not employed by the Board to fill the vacancy if recommended by the Superintendent.

d. A supplemental contract holder, appointed based upon an emergency situation as described in Section 2., b., above, shall be non-renewed at the end of the school year with no opportunity for a roll-over. The position shall be posted upon its expiration.

e. The advertising and posting provisions of this Article are intended to supersede and replace the advertising and posting provisions of R.C. 3313.53.

f. Once the head coach is hired, the coach shall have input in hiring of vacant assistant coaching positions. Head coaches shall determine the volunteer coaches on their staff. Volunteers must be in compliance with Board policy, as determined by the Superintendent/designee, in order to assist coaches in their activities. Head coaches may be recused from hiring input and volunteer selection due to a conflict of interest.

7. Positions:

Acceptance of a supplemental contract shall be voluntary.

8. Compensation for Supplemental Positions:

Compensation for supplemental duties shall be as set forth in this Contract, provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work.

9. Nonrenewal of Supplemental Contracts

The Board shall provide to the teacher written notice of its intent not to rehire the teacher under a current supplemental contract. This notice shall be given at least ten (10) days prior to posting the position but no later than May 31. Failure of the Board to provide timely notice of intent not to rehire shall result in the automatic renewal of the contract. Notices of nonrenewal may be provided at any point beyond thirty (30) days following the end of the season/applicable timeframe for performing the supplemental duties.

A teacher's performance in a supplemental position shall not have an adverse effect on the status of his/her teaching contract.

SECTION D – RESIGNATIONS

1. Any teacher wishing to resign his/her teaching contract shall notify the Superintendent of Schools of such intent, in writing, as soon as possible.

2. No teacher may terminate his/her contract after July 10 preceding the contract year without the consent of the Board. The penalty for an unauthorized resignation is a possible one (1) year suspension of certificate if the Board files a complaint with the State Board of Education and the State Board decides to suspend the certificate.

ARTICLE XII. PROFESSIONAL PERSONNEL RECORDS

SECTION A – CONTENTS OF PERSONNEL FILE

According to State Department of Education requirements, certain personnel records shall be kept up-to-date and on file for reference at all times. These and other personnel records shall be in one (1) file in the Office of the Superintendent. These personnel records should include, but not be limited to, the following:

1. Application for employment, including references;
2. Copy of latest contract, properly signed;
3. Ohio teaching certificate/license;
4. Transcript of college credits showing the official record of the degree granted, original or certified copy;
5. Teacher evaluations;
6. Record of tuberculosis test or X-ray;
7. Record of military service;
8. Financial, insurance, attendance, and health forms;
9. Personal and professional data;
10. Transfer requests;
11. Personal review form.

Excluding Item 1, above, the teacher shall receive a copy of any material placed in the personnel file by electronic means. To facilitate this, a copy of all such material shall be sent to the teacher when the original is placed in the file. Both the original and the copy shall show the date of filing. The teacher shall have the opportunity to reply in writing to any such material, and such reply shall be attached to the file copy.

Anonymous letters or material shall not be placed in the personnel file, nor shall they be made a matter of record.

SECTION B – REVIEW OF PERSONNEL FILE

Upon request to the Superintendent or designee, a teacher shall be given an appointment within two (2) working days to review all contents (excluding Item A.1, above) of his/her personnel file. The teacher may, at his/her option, be accompanied by a person(s) of his/her choice.

After completing a review, the teacher will sign and date the review completion record to be maintained in his/her file.

SECTION C – MAINTENANCE OF PERSONNEL FILE

1. The Superintendent shall have responsibility for maintaining the security and confidentiality of the personnel files.

2. Any Administrator or other individual completing information for the personnel file shall be responsible for maintaining the security of such records.

3. Except those listed in Article XII, Section C, Item 6, any person requesting the release of, or to view a teacher's personnel file must submit a request in writing to the Superintendent. When a viewing is requested, the Superintendent will have a minimum of two (2) working days in which to make these records available. The teacher will be notified of this request and given the name, address, telephone number and business association of the person making the request, if available. The person requesting to view the records shall be accompanied by the Superintendent or his/her designee. The teacher and/or the teacher's representative shall have the option of being present as well. When a release of records is requested, the teacher will be notified of the name, address, telephone number and business association of the person making the request and the specific records requested, if available. The Superintendent or his/her designee shall only release those records that are deemed public records by law.

4. Any person who has been found to have initiated or contributed to any unauthorized use of the information contained in the personnel file shall be subject to disciplinary action by the Board and/or provisions of State law.

5. In general, documents shall remain in the file until said information is of no further use. The Superintendent shall approve any removal of documents.

6. Other than in furtherance of compliance with a public records request, personnel authorized access to files of teachers shall be limited to the Superintendent, Directors, Building Principals, and other Administrators directly responsible for said member, and those secretaries who, due to the nature of their job responsibilities, work with personnel records. Members of the Board, acting in their official capacity, shall have access to the personnel files of teachers.

7. The originator of a document may request amendments, deletions, or removal of said document. The Superintendent must approve all such requests.

8. A teacher will receive notification of amendments, deletions, and removals.

9. Any document submitted for file by a teacher is subject to a written rebuttal.

SECTION D – DISPUTES CONCERNING INFORMATION IN PERSONNEL FILES

If a teacher disputes the accuracy, relevance, timeliness, or completeness of the personal information pertaining to him/her, he/she may request the District to investigate the current status of the information. The District shall, within a reasonable time after

receiving the request from the disputant, make a reasonable investigation, in accordance with Section 1347.09, and shall notify the disputant of the results of the investigation and of the action that the District plans to take with respect to the disputed information. The District shall delete any information that it cannot verify or that it finds to be inaccurate. If, after such determination, the disputant is not satisfied, the District shall do either of the following:

1. Permit the disputant to include within the file, a brief statement of his/her position on the disputed information.

2. Permit the disputant to include within the system, a notation that the disputant protests that the information is inaccurate, irrelevant, outdated, or incomplete. The School District shall maintain a copy of the disputant's statement of the dispute.

The District shall include the statement or notation in any subsequent transfer, report, or dissemination of the disputed information and may include, with any statement or notation of the disputant, a statement by the District that it has reasonable grounds to believe that the dispute is frivolous or irrelevant, and the reasons for its belief.

1. The presence of contradictory information in the teacher's file does not alone constitute reasonable grounds to believe that the dispute is frivolous or irrelevant.

2. If material is deleted -- either from inaccuracy or lack of adequate verification -- or if the teacher files a statement of dispute, the School District, upon written request from the teacher, shall furnish notification that such information has been removed. The Board shall further furnish a copy of the teacher's statement of the dispute to any person so designated by that teacher.

The Board shall clearly and conspicuously disclose to the teacher (disputant) that he/she has the right to make such a request to the Board.

ARTICLE XIII. SCHOOL YEAR/CONTRACT YEAR

SECTION A – WORK DAY

A normal workday for teachers amounts to seven (7) hours and thirty (30) minutes. This includes the lunch period. This can be adjusted in accordance with the time schedule of any particular building but would approximate the hours 7:30 a.m.-3:00 p.m. for Secondary and 8:30 a.m.-4:00 p.m. for Elementary teachers.

The school day can be adjusted by a teaching period or the equivalent before or after the normal day. If additional flexibility is needed, the Association and Administration will work jointly to explore other options.

Any teacher who wishes to work an adjusted schedule will notify the Building Administrator. If there is sufficient student enrollment and the Master Schedule allows, the adjustment will be made.

SECTION B – WORK YEAR

1. The work year shall be comprised of no more than one hundred eighty-four days, with no more than one hundred seventy-six (176) days for student instruction. There shall be:

   - one (1) day at the beginning of the school year for opening day meetings and employee compliance training,
   - one (1) day at the beginning of the school year for classroom preparation,
   - two (2) days total, to be held at the end of each semester, for student assessment and record keeping,
   - up to three (3) scheduled professional development and/or District/building training days, and
   - the equivalent of two (2) conference days.

2. Teachers new to the District shall be required to attend new teacher orientation according to the school calendar.

3. Should changes in state law mandate the number of days for instruction be greater than stated above, the additional days required will be reimbursed at the teacher's per diem rate of pay.

4. On the final day of the first and third grading periods, students in Grades 7-12 will be released two (2) hours early. Teachers in Grades K-6 shall not have students on these days. This time shall be reserved for student assessment and record keeping.

SECTION C – SCHOOL CALENDAR

1. The School Calendar shall be adopted by the Board and shall designate workdays with students and work days without students.

2. The person designated by the Board to prepare the School Calendar will, in cooperation with the Association, survey the professional staff as to their suggestions concerning the Calendar.

3. Implementation of these suggestions is subject to the limitations imposed upon the School District by State regulations, which makes it expedient to cooperate with other school districts in the Compact to construct a unified Calendar.

4. The President of the Association and up to four (4) teachers will have the right to discuss with the Superintendent/designee and up to four (4) administrators, potential calendar options supported by the Association. Such discussion may be a factor in the final decision.

SECTION D – NEOEA DAY

1. NEOEA Day shall be a day of release from teaching responsibility without compensation. Further, this day will not be calculated as a "deduct" day.

2. A teacher shall participate in NEOEA activities at their discretion.

ARTICLE XIV. PAYROLL PRACTICES

SECTION A – PAYDAYS

1. Teachers shall receive their salaries in twenty-six (26) equal installments. [1] Paychecks shall be directly deposited every other Friday.

2. Paychecks shall be directly deposited into either a checking or savings account in the financial institution of the teacher's choice.

3. Necessary forms shall be returned to the office of the Treasurer upon employment with the Board.

SECTION B – 403B/457B DEDUCTIONS

1. Funds for 403B and 457B accounts will be distributed on scheduled pay periods. (twice per month.)

2. Authorization for such annuity may be revocable by written notice to the District from the financial vendor, following revocation of authorization by the teacher.

3. All companies that teachers currently use (as of the ratification of the agreement effective July 1, 2025) will be maintained as long as at least one (1) teacher uses the company.

4. In order to add a company, at least five (5) teachers must enroll.

SECTION C – TPO STIPENDS

The Association President, Vice Presidents and Secretary/Treasurer shall have the option to be paid a stipend by the Board as identified by the Association. The Association shall reimburse the Board for the cost for the stipends, state/federal taxes, and any applicable retirement costs payable to the Ohio STRS.

SECTION D – SUPPLEMENTAL INSURANCE DEDUCTIONS

Teachers shall be able to participate in a tax sheltered supplemental insurance program chosen jointly by the Board and the Association.

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1 In the event twenty-seven (27) pay dates occur in a fiscal or calendar year, pay dates will be adjusted.

SECTION E – FAIR SHARE FEE

The parties agree to maintain as a Legacy Document in Appendix A the fair share fee language provisions contained in the 2017-2020 negotiated agreement prior to the U.S. Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employee, Council 31*. The parties agree to maintain this Legacy Document in the event there is a change in law that will allow for this language to be placed back into the contract and be implemented. In the event there is such a change in law, the parties shall meet to negotiate any necessary change to this Legacy Document prior to the language being placed back into the negotiated agreement.

ARTICLE XV. WORKING CONDITIONS

SECTION A – PLANNING PERIOD

1. Each Elementary School Principal shall provide a break in pupil contact time no less than two hundred (200) minutes per week for each teacher. In establishing Elementary schedules, Principals will strive to provide teachers with reasonable and daily blocks of planning time of no less than thirty (30) minutes. Where possible, common planning time should be provided for collaboration for student intervention and curricular innovations. This time shall be considered an Elementary conference period and may be used for planning parent conferences, teacher conferences and other professional services. Planning time does not include before or after school time if there are supervision duties. Planning time is the total amount of planning time in excess of a thirty (30) minute lunch period as provided by law.

2. Each Secondary School teacher shall receive no less than one (1) planning period per day. This planning time should be approximately two hundred (200) minutes per week. An attempt will be made to decrease duty assignments in an effort to provide common planning time for collaboration on student intervention and/or curricular innovations. Planning time does not include before or after school time. It is the total amount of planning time in excess of a thirty (30) minute lunch period provided by law.

   Teachers assigned to teach on an interdisciplinary team at Kimpton Middle School shall receive a team planning period before the student day, as well as a personal planning period during the student day on a daily basis.

SECTION B – FACILITIES

The Board shall make available in each school:

1. A Faculty Lounge:

   No less than one (1) room, appropriately furnished and vented, shall be reserved for use as a faculty lounge.

2. Parking Facilities:

   Each school shall have adequate parking facilities accessible to the school for the exclusive use of the teachers during the working hours.

3. Equipment:

   Each teacher shall be provided with a desk and chair for his/her use.

4. Restrooms:

   Separate, clean, well-lighted faculty restrooms will be provided for men and women teachers in each building.

5. Storage Facilities:

   Adequate storage facilities in which teachers may safely store instructional supplies shall be provided in each classroom in each building.

6. Workroom/Copy Room:

   Each school will have a workroom/copy room reserved for teachers that contains the equipment and supplies which are needed for the preparation of instructional materials.

7. Lunch Areas:

   A reserved or separate lunch area shall be provided for teachers during teacher lunch periods. The buildings shall be kept in a safe, healthful condition, with hallways and restrooms kept clean.

8. Smoke-Free Environment:

   All buildings shall be smoke free.

9. Every effort will be made so that each teacher will be assigned to a proper area in which to teach scheduled classes.

10. The Building will be kept in a safe, healthful condition, with hallways and restrooms kept clean.

SECTION C – CLASS SIZE

The Board and the Administration shall not exceed the class size requirements of the North Central Association Commission on Accreditation and School Improvement, the State Foundation Program, and whatever Federal regulations might apply. Adult-student ratio relationships shall play an integral part in quality instruction and shall be emphasized in considering staffing needs for each school year. At the high school level, no teacher

shall be required to teach more than six (6) classes daily. Every effort will be made to limit the number of preparations to no more than three (3).

The Administration will not exceed in Grades K-4 a building ratio of 24:1.

The Administration will not exceed in Grades 5-8 a building ratio of 28:1, exclusive of Band and Choir.

The Administration will not exceed in Grades 9-12 a department ration of 28:1, exclusive of Band and Choir.

SECTION D – TRAVELING TEACHERS

1. Between Buildings:

   a. Teachers who travel from building to building will be scheduled with adequate time (no less than twenty (20) minutes exclusive of Highland and Lakeview) to travel from one building to the next.

   b. Traveling shall be considered a duty assignment for any teacher with a full teaching schedule. With less than a full teaching schedule, the traveling teacher will be expected to perform duties at only one of the buildings he/she serves - not necessarily his/her home base.

   c. The traveling teacher will be expected to attend staff meetings at his/her home building. Considerable courtesy on the part of the Building Administrators shall be exhibited when making assignments to "duties" and to staff meetings. Principals in all buildings such teachers serve are expected to keep traveling teachers informed regarding building and classroom concerns that may affect them. Traveling will be considered a duty only if the teacher travels during the day. If the teacher does not travel during the day, he/she may be assigned a duty assignment at the building where he/she is assigned that day.

2. Within a Building:

   Teachers who travel from room to room within a building will be provided adequate time between scheduled classes.

3. Upon request, copies of the schedules of all traveling teachers shall be given to the Association President on or before the first day for new teachers, and within three (3) days of any schedule change.

SECTION E – USE OF INSTRUCTIONAL TIME

The Board and the Administration recognize that educational activities may take the teacher outside the confines of the classroom for activities in the Gym, Cafeteria, Art Room, Music Room, Outdoor Site, etc. Generally, such activities are encouraged and

may take place with the prior approval of the Principal, unless such departure would not benefit the instructional program.

SECTION F – CLASS COVERAGE ASSIGNMENTS

If it is impossible to obtain a substitute, the Principal may call upon teachers to provide supervision of students outside of their regular assignment. Teachers are under no obligation to cover classes during their planning period. Any assignment to cover classes during a teacher's planning period will be voluntary. The following will govern the utilization of teachers in a supervisory capacity when a regular substitute is unavailable.

1. Selection, Service, and Assignment

    a. At the opening of the school year, all teachers will be requested to supply the following information to the Building Principal on provided forms:

        (1) Willingness to supervise classes during planning period when no sub is available.

        (2) Frequency of service (how many days a week is the teacher willing to serve).

        (3) Time of day the teacher is available.

    b. If a teacher feels he/she is no longer capable of providing supervision when a substitute is unavailable, it will be his/her responsibility to notify the Principal in writing that he/she wishes his/her name to be removed from the supervision roster for a period of time.

    c. Teachers who indicate availability to serve as outlined above will receive assignments as soon as is practical following determination of need by the office staff.

    d. The Principal will establish procedures for scheduling and record keeping of supervision work.

    e. Efforts will be made on the part of the Principal to make an equitable distribution of opportunities to supervise among the participating teachers.

    f. Payment will be made on the next regularly scheduled pay date, subject to payroll deadlines, during the year at the rate specified in this Section 4, paragraph 4, below.

2. The Principal or his/her designee will clearly stipulate in his/her request for emergency supervision that such duty shall be reimbursed under these guidelines. Absent a request or approval from the Principal, no reimbursement shall be made. Once a teacher begins working on a class coverage, he/she shall be paid for the entire period regardless of the amount of time covering the assignment.

3. Only if no volunteer is available, teachers on supervisory duty periods at the High School and Kimpton may be reassigned to an academic class supervision on a rotating basis with compensation.

4. Only if no volunteer is available at the Elementary level for a classroom teacher, students will be equitably divided between classes at the same grade level. If necessary, students can be placed at grade levels above and/or below, with a maximum of five (5) students being placed in each class. Specials/Encore teachers who do not have substitute coverage shall have their students divided equitably amongst the other Specials/Encore teachers when possible. This coverage shall be compensated at $24.00 per period. Periods for K-6 shall be defined by the Specials/Encore schedule in each building.

5. For the purposes of this Section, the team planning period at Kimpton shall be considered a duty. Class supervision during a Kimpton teacher's personal planning period shall be reimbursed according to the procedure set forth above.

6. When a certified staff member is assigned to class coverage for a classified staff member, the rate of compensation shall be the rate specified in this Section F, paragraph 4, above.

SECTION G – BUS SUPERVISION

If it is mandatory that pupils be supervised while awaiting bus transportation, the principal, with the cooperation of the teachers, shall establish reasonable assignments for bus supervision. Such schedules will be printed and posted so that all teachers shall know their responsibility.

SECTION H – ABSENCE OF BUILDING PRINCIPAL

In the event there is no administrator in the building, the entire staff shall be notified as to the Administrator to call upon in case of an emergency.

SECTION I – EDUCATIONAL AIDES AND STUDY HALL MONITORS

Not less than two (2) Study Hall Monitors shall be employed for each Secondary building. Not less than two (2) Educational Aides shall be employed for each Elementary building. Educational Aides in the Elementary buildings shall be employed for no less than current practice (five (5) hours daily). This time shall be increased when conditions such as class size and main streaming require it. The Administration and the Association shall meet to review the conditions that may require extended time for Educational Aides. In the event class size exceeds thirty (30) students per class, every consideration will be given to extending the hours of the Educational Aides in that building so as to provide that teacher with additional Aide time.

SECTION J – LESSON PLANS

Teachers recognize the value of Lesson Plans for the continuation of the daily activities of all students. The ultimate purpose of planning is to provide for the student's continuity of learning.

To that effect, the teacher shall be responsible for the preparation of Lesson Plans. Lesson Plans shall not be used as an evaluation tool, but Lesson Plans may be used as evidence in a teacher evaluation.

SECTION K – REMOVAL OF DISRUPTIVE STUDENTS

If a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either in a classroom or elsewhere on school premises, then a teacher may remove the student from curricular activities under the teacher's supervision, but not from the premises, in accordance with the Board policy regarding emergency removal (Policy 5610.03).

SECTION L – SUPERVISORY DUTIES

Teachers at the Elementary level shall not be responsible for lunch supervision, either in the building or on the playground.

No teacher shall have more than one duty assignment per day. Every effort will be made to rotate duty assignments during the school year.

SECTION M – NEW STUDENT

The Principal will give the teacher notice, the day before a new student is placed in his/her class.

When circumstances do not permit this notice, the student will be placed in the class at an appropriate time during the day and with books and other needed materials.

SECTION N – CONFERENCE DAYS

Recognizing that Teachers confer with parents either by telephone or in person throughout the school year, once Conference Day Schedules have been established (generally twenty (20) minutes per parent/student), teachers shall not be required to meet with more parents than can be scheduled in the conference time allowed.

SECTION O – OTHER WORKING CONDITIONS

1. If any IAT, MFE, IEP, and/or 504 meeting occurs outside of the school day, teachers whose presence is required will be compensated at the prevailing curricular hourly rate.

2. IEP meetings will take place during the school day to the extent possible. Class coverage will be arranged by the Principal.

3. Special Education staff members are available in every building to assist with the implementation of a student's IEP. The Special Education Supervisor is available to teachers upon request.

4. Teachers (except for teachers of students with multiple disabilities and Pre-school) shall not be required to lift or diaper students or to attend to other physical or skilled medical needs of students. No teacher shall be required to administer medication nor to perform any other medical procedure.

5. Teachers shall be paid at the prevailing curricular hourly rate when required to report to work on a nonscheduled workday for the purpose of preparing for due process or legal hearings.

6. Special Educators (teachers, tutors, therapists) shall be offered up to one-half (1/2) day per grading period (upon request) with substitute coverage, for the purpose of writing IEP's, progress reports, or other related special education paperwork, and holding IEP meetings, collaborating with classroom teachers, and record keeping. Teachers who hold gifted certification who are responsible for writing WEPs for twenty (20) or more students shall receive (upon request) up to one (1) day per school year of release time, and such teachers who are responsible for writing WEPs for fewer than twenty (20) students shall receive (upon request) up to one-half day. Days must be arranged at least three (3) weeks in advance and paired to take advantage of full day subs.

7. The District will provide special education aide support for students with emotional disturbance (ED) and multiple disabilities (MD) according to the ODE case load ratios for intervention specialist's chart.

8. Clerical assistance will be provided to affected teachers for IEP copying and distribution when access to online/email IEP's is unavailable.

9. Alternate Assessment

   Teachers who provide alternate assessments shall be afforded one (1) release day per year for the preparation of administering the alternate assessments.

SECTION P – RESIDENT EDUCATOR PROGRAM AND NEW TO DISTRICT PROGRAM

1. Resident Educator Program

   a. Program Purpose - The Resident Educator Program for beginning teachers will provide coaching, mentoring, and guidance that are critical to improving their skills, knowledge and student achievement and growth.

   b. Definitions

      1. Resident Educator Program

A two (2) year program created and required by state law that is designed to provide newly licensed educators quality mentoring and guidance. Successful completion is required to advance to a five-year professional educator license.

2. Resident Educator

A Resident Educator is a teacher employed under a Resident Educator license or an Alternative Resident Educator License

3. Resident Educator Mentor

A Mentor is a STA member who has been trained through the Ohio Department Education (ODE) Resident Educator Program to provide professional support to a Resident Educator.

4. Resident Educator Program Coordinator

A Resident Educator Program Coordinator assists Central Office personnel in the implementation of the Resident Educator Program.

c. The Resident Educator Mentor

1. Qualifications:

a. Must have at least five (5) years satisfactory teaching experience.

b. Must hold a valid teaching certificate/license.

c. A Resident Educator Mentor must be trained to serve as a Mentor through the ODE-Academy Day 1 & 2.

2. Selection

a. Teachers shall communicate interest in becoming or continuing to be a mentor to the Human Resources Director.

b. An application including responsibilities and time commitments must be completed and returned according to the annual Spring supplemental posting.

c. A review board, consisting of the Superintendent or his/her designee and the President of the Association or his/her designee and the Resident Educator Coordinator will screen applicants and make decisions on who will serve as mentors. In the event of a conflict, another party such as the building principal or a Central Office administrator, if agreed upon by the Administration and the Association, may serve on the

Board to resolve the conflict. The decisions of the Administration shall be final.

3. Responsibilities

a. The Resident Educator Mentor shall carry out the Resident Educator program in conjunction with the Resident Educator rules, regulations and guidelines developed by the ODE.

b. The Resident Educator Mentor shall attend all meetings scheduled for the year unless notification has been given and approved by the Program Coordinator.

c. Each mentor and Resident Educator/NTD Teacher shall be granted release time for a minimum of twenty (20) hours for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the Program Coordinator and the building principal(s).

d. The Resident Educator Mentor will use the Resident Educator Program formative assessment tools (e.g. collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement, etc.), and protocols to support the Resident Educator.

e. The Resident Educator Mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by STA members.

2. New to District Year Mentoring Program

a. Program Purpose – The New to District Mentoring Program is for new to district teachers that have a professional license. Teachers in their first year at Stow-Munroe Falls Schools will be provided coaching, mentoring and guidance as they transition to the district.

b. Definitions

1. New to District Mentoring Program

A one year program created by the Stow-Munroe Falls schools and follows the first year Resident Educator timelines.

2. New to District Mentor

A Mentor is a STA member who has a valid Ohio professional teaching license.

3. New to District Teacher

Teachers in their first year hired into the District with prior teaching experience and have a Professional License.

c. New to District Mentor

1. Qualifications - The New to District mentor must have at least five (5) years teaching experience.

2. Selection - Members interested in attaining the role of New to District Mentor shall notify the Human Resources Director by posting date located on the yearly supplemental job posting.

3. Responsibilities

a. The New to District Mentor shall carry out the following obligations:

1. Design and coordinate yearly goals in collaboration with mentee;

2. Meet at least *monthly* with mentee;

3. Record dates and times of monthly meetings and submit monthly to the Program Coordinator.

b. The New to District Mentor shall attend all district meetings scheduled for the year unless notification has been given and approved by the Resident Educator Program Coordinator.

c. The New to District Mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by STA members.

3. Resident Program Educator Coordinator

a. Qualifications

1. The Resident Educator Program Coordinator must have at least five (5) years teaching experience.

2. Upon a vacancy after the ratification of the negotiated agreement effective July 1, 2025, the Resident Educator Program Coordinator is a STA member with a valid Ohio teaching license. [2]

3. The Resident Educator Coordinator will be an ODE trained mentor.

2 In the event of a fiscal emergency or fiscal need, the parties will meet to explore options.

4. Upon a vacancy after the ratification of the negotiated agreement effective July 1, 2025, the Resident Educator Coordinator is a supplemental position, paid at 15% of the base salary.

b. Selection

Members interested in attaining the role of the Resident Educator Coordinator shall notify the Human Resources Director.

c. Responsibilities

1. The Resident Educator Coordinator shall carry out the following obligations:

a. Provides program facilitation and fidelity by planning, implementing, and reporting on the Resident Educator and New to District program.

b. Serves as a direct contact for mentors and Resident Educators and New to District Teachers in the district.

c. Responsible for planning and implementing an initial two (2) day Orientation prior to the beginning of the school year for Resident Educator or New to District Teachers.

d. Responsible for providing notice to Mentors, Resident Educators, and administration of the opportunities to attend trainings or support sessions.

e. Will provide necessary resources for support and professional development for all Resident Educators, New to District teachers and/or Mentors when needed.

f. Will maintain an up to date list of pre-approved and state-trained Mentors.

4. This Section P. is not subject to the grievance procedure.

5. The parties agree to meet and confer on the district's resident educator program in the event changes are made by the state during the term of this Agreement.

SECTION Q – TECHNOLOGY UTILIZATION

Teachers have an obligation to use and monitor internet usage in accordance with the Child Internet Participation Act and related state and federal laws and regulations.

Teachers will take reasonable efforts to monitor student Internet usage. However, it is recognized that students may encounter inappropriate/offensive material despite reasonable monitoring.

Upon notification by a student of controversial material, the teacher shall inform the principal in a timely manner. The teacher who has reasonably monitored student use shall not be subject to discipline for directing the principal to a problem.

Teachers shall be permitted use of Board provided computers and electronic devices. Any employee who desires to utilize software other than that provided by the District shall first contact the Superintendent or designee for approval to use or load software onto District computer(s) and/or network.

Review of computer files, electronic mail, and voice mail with or without a teacher's knowledge will only be done in the ordinary course of business and will be motivated by a legitimate business reason. If a Teacher's personal information is discovered, the contents of such discovery will not be reviewed by the District, unless the District has a legitimate business reason for such action. Any information discovered will be limited to those who have a specific need to know that information. This section is not intended to restrict rights under the Ohio Public Records Law.

All technology, computers, phones, e-mail, and voice mail systems are the District's property and are to be used primarily for business purposes.

Because the District's computers are to be used primarily for business purposes, Teachers are prohibited from sending offensive, discriminatory or harassing computer, electronic, or voice mail messages.

SECTION R – JOB SHARING

1. Formation of Teams

    a. A Job Sharing Team shall be composed of two (2) full-time Teachers sharing one (1) full-time position. Teachers who are seeking to form a possible Job Sharing Team for the following school year must notify the Superintendent or designee, in writing, prior to February 1. A listing of interested teachers will be posted in each building by February 10. The listing will contain the members name, certification, number of years of experience, current teaching assignment, and total years of teaching experience by area and/or grade level. The formation of the Job Sharing Team is the responsibility of the interested Teachers.

    b. Teachers who have formed possible Job Sharing Teams must notify the Superintendent or designee, in writing, by March 15. These Job Sharing Teams shall be ranked on the basis of the Team members combined system-wide seniority, and -- in cases of ties -- the earliest hire date; those Teams with the greatest seniority and/or earliest hire date shall be assigned Job Sharing positions to a maximum of ten (10) teams per year. All teachers making application for Job Sharing positions shall receive notification of

acceptance or rejection no later than the last teacher school day. If more than ten (10) teams apply, the job share team(s) with the least system-wide seniority will be rejected.

c. Teachers who form a Job Sharing Team must currently be assigned to similar full-time positions and have three (3) years of continuous service unless otherwise approved by the Superintendent as defined in Article XXIII (Seniority) of the Master Agreement.

2. Assignment

a. The Job Sharing Team will choose the present full-time position of one of the teachers and shall be in existence for one (1) academic school year. Such position is subject to the assignment rights of the Superintendent. Should a different assignment than the one chosen by the Team become necessary, upon notification by the Superintendent, the Team members shall have the option of accepting the new assignment or dissolving the Team to return to each teacher's original position. Such option must be exercised, in writing, within two (2) weeks of the Superintendent's notification or such assignment will be deemed accepted.

b. Teachers who wish to continue in the Job Sharing Program for an additional year must reapply by March 15. A Job Sharing Team may not be in existence for longer than ten (10) years. If more than ten (10) teams apply, the job share team(s) with the least system-wide seniority will be rejected.

c. The Job Sharing Team shall present a proposed teaching schedule, including all building responsibilities and a written explanation detailing the individual effects on compensation and benefits to the Building Principal and the Association President. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable. Members of a Job Sharing Team shall not be assigned duties or responsibilities in excess of a regular full-time position. The schedule shall be approved by the Principal. Both members of the Team shall attend the Pre-School Orientation Day, Professional Day(s), Open House, and system-scheduled Parent Conferences. Staff meetings will be attended by one (1) member of the Team depending on when they are held (a.m. or p.m.), and that member shall inform the other member of the Team of the meeting content.

3. Reinstatement to Full-Time

a. If the members of the Job Sharing Team do not reapply as provided in Sections 1 and 2 of this Article, they shall be reinstated to full-time position for the following school year. The Team member with the greater seniority shall have the option of retaining the assignment of the Job Sharing Team or being assigned to a position which is comparable to the previously held position. The Team member with the lesser seniority shall be assigned to a

position which is comparable to the previously held position. Should no vacancies exist, procedures under Article IX (Reduction In Force) shall be enforced.

b. An individual who has served ten (10) years on a Job Sharing Team shall be reassigned to full-time status according to Paragraph a, Section 3, above, unless there are not sufficient applicants for the ten (10) Job Sharing Teams and the present Team wishes to continue. If the other member of the Team has less than ten (10) years of service on a Job Sharing Team, that member shall be given the chance to find a new partner and continue the Job Sharing Team.

c. The Board shall reinstate all eligible Job Sharing teachers to full-time status before hiring personnel from outside the School District to fill a position for which the eligible Job Sharing teacher is licensed.

4. Compensation and Fringe Benefits

Teachers assigned to part-time positions under this Section shall be scheduled to work one-half (1/2) day each day of the school year. Compensation shall be at one-half (1/2) the level which the teacher would receive under a full-time contract. If a teacher elects to take fringe benefits, costs for Hospitalization, Term Life Insurance, and Dental Coverage shall be per Article IV Section C. Sick Leave shall accrue at the rate of seven and one-half (7.5) days per year.

5. Substituting

a. In the event that one (1) member of the Job Sharing Team suffers an extended illness (twenty (20) days or more) or takes a leave of absence, the other member of the Job Sharing Team may assume the full-time status if he/she chooses at full pay and benefits. If a teacher chooses to assume the full-time status for the partner who is on leave or extended illness, such teacher shall be awarded full pay and benefits from the first day he/she assumes the full-time responsibility.

b. Members of a Job Sharing Team may substitute for each other on a casual basis for substitute pay.

6. Seniority

Members of a Job Sharing Team shall be granted one-half (½) year of continuous service for system seniority. Service credit for STRS shall be calculated according to STRS guidelines. Members of a Job Sharing Team shall earn a full step increment on the Salary Schedule.

7. Modifications to Job Sharing Provisions

a. All job-sharing teams in effect during the 2016-2017 school are subject to the provisions in Sections 1 – 6 above until each team's eligibility expires.

b. Beginning with the 2017-2018 school year, the Board shall not incur costs, as a result of the creation or elimination of a new job-share team, in excess of one (1) full-time equivalent (FTE) teacher.

c. Teacher job-share team members shall not be permitted to return from a shared position to a full-time position if such return will result in a reduction in force.

d. Effective with the start of the 2017-2018 school year, there will be no more than ten (10) job share teams. Job share team shall not exceed a duration of more than eight (8) years. After eight (8) years, the Administration reserves the right to require continuation of the job-share assignment to avoid a reduction in force.

e. The Board retains the right to determine if a vacancy has been created as a result of the formation of a job-share team.

f. If one member of a job-share team wishes to withdraw from the team and so withdraws, if the remaining team member wishes to continue to job share and secures a partner, the new team is subject to a new application and the provisions of this Section 7.

g. Job-sharing team members are required to attend all Professional Development Days (Article XVIII, Meetings, Section E.) and up to two (2) additional content-area professional development days. Compensation for additional time beyond the teacher's regular job-share compensation shall be included in the teacher's regular annual salary.

h. All provisions related to team formation, assignment, reinstatement, compensation/fringe benefits, substituting and seniority shall continue to apply except as modified in this Section 7.

SECTION S – SCHOOL ACTIVITY PASSES

Teachers currently employed, and those who have retired from service, shall receive one (1) free non-transferable pass to all school events, to include athletics. This pass shall admit the teacher and one (1) guest to the event.

SECTION T – LICENSURE STANDARDS

The Association and the Board shall follow the by-laws of the Local Professional Development Committee as approved by both groups.

SECTION U – ART SHOWS

Substitutes will be provided for one (1) day for Art teachers to prepare for the annual Art Show held in each building.

SECTION V – ELECTRONIC GRADE BOOK

1. Teachers will use their electronic grade book to:

    a. Enter and report grades in a timely manner. For any traditionally graded core class—at a minimum, every two weeks. For standards- or project-based grading, at the start of each grading period, provide an explanation to parents/guardians regarding the grading standards and/or project expectations to be covered.
    b. Facilitate parent access
    c. Enter and report attendance
        1) Daily (Preschool through 12th grade)
        2) Period attendance (9th through 12th grade)

ARTICLE XVI. FACULTY ADVISORY COUNCIL

1. A Faculty Advisory Council (FAC) shall be formed in each building.

2. Teachers and Board Officers from each school will determine annually the type of FAC structure that will be utilized from the choices included here.

3. Teacher members of the FAC and the Building Principal must agree in order to use a structure other than Format 1. Said choice shall be communicated to the Superintendent and Association President on or before June 15th of each year for the subsequent school year.

4. Such Council shall have as two (2) of its members, the Building Principal and the Association representative.

5. Each FAC shall hold regularly scheduled meetings.

6. It is important that, at the building level, teachers have clear involvement by a well-defined process in the decisions about and the establishment of procedure which directly affects them.

7. This Article does not affect nor alter any individual member's or the Association's right to grieve or the Board's right to act.

FORMAT I:

1. Structure

    a. The FAC shall be composed of the Superintendent or his/her designee and an Association Building Representative.

    b. In addition, the Principal may appoint two (2) representatives of the staff including other Administrators in the building.

c. One (1) teacher for each ten (10) staff teachers or fraction thereof will be elected by the staff. No building shall have fewer than three (3) elected representatives.

d. All elected members of the FAC will serve staggered terms of three (3) years duration.

e. The FAC will establish its rules for conducting meetings and select its chairperson within the framework of Robert's Rules of Order.

2. Procedure

a. Any issue of school building practice and/or procedure affecting teachers, which is a source of concern to them, can be brought before the FAC and discussed. The school building Administration is also encouraged to present items before the FAC. If the concern is not resolved, then the FAC, by majority vote will take the concern to the teacher staff, within ten (10) school days, for consideration and direction.

b. The general staff meeting will be chaired by the FAC Chairperson. All certificated staff, including the Principal, have the right to attend this meeting.

c. The majority of the staff, with at least seventy-five percent (75%) in attendance, will determine if the concern should return to the FAC.

d. The FAC must meet to take action toward resolution of the problem within three (3) school days, after which the Principal may exercise his/her right to veto the FAC's action.

If vetoed, the concern may become a class action grievance initiated by the Association or brought before the Superintendent, and, ultimately, the Board for resolution.

FORMAT 2:

1. Structure

a. The FAC shall be composed of the Superintendent or his/her designee and an Association Building Representative.

b. The Superintendent or his/her designee may appoint two (2) representatives who may be teachers or Board officials.

c. The Association President may appoint one (1) other member from the building staff.

d. One (1) teacher for each ten (10) staff members or fraction thereof will be elected by the teachers.

e. No building shall have fewer than three (3) elected representatives.

f. All elected members of the FAC will serve staggered terms of three (3) years duration.

g. The FAC will establish its rules for conducting meetings and select its chairperson.

2. Procedure

a. Any issue of school building practice and/or procedure affecting teachers or Board, may be brought before the FAC and discussed. The school building Administration is also encouraged to present items before the FAC. All decisions of the FAC will be accomplished through consensus.

b. Training in site-based decision making will be provided to all members of the FAC.

c. When resources permit, time will be provided during the school day to meet if deemed necessary by the FAC.

d. The FAC is a governing body and their decisions shall be final and will be implemented by all building personnel. Such decisions must conform with and not modify, alter nor violate in any way the Master Agreement between the S.T.A. and the Board, the SCEA and the Board, any policy adopted by the Board, rules or regulations adopted by the State Board of Education, or any applicable provision of State or Federal law.

e. Personnel issues involving the evaluation, assignment and/or disciplining of teachers will remain the exclusive responsibility of the Board and may not be discussed by or brought before the FAC.

ARTICLE XVII. MEETINGS

SECTION A – BUILDING MEETINGS

Various types of meetings are held within each building as needed to cope with various educational issues. These meetings are scheduled by the Building Principal. Time, frequency and topics are determined by each Building Principal with the advice of his/her staff.

SECTION B – GRADE LEVEL OR DEPARTMENTAL MEETINGS

1. Periodic meetings are planned for teachers in the same subject area or teaching on the same grade level. Such meetings may be held occasionally within a building or on a district-wide basis.

2. Teachers or Building Principals interested in a common topic or wanting to conduct a study of problems in their subject or grade level area may do so by contacting the Superintendent or his/her designee.

SECTION C – OTHER MEETINGS

Committee meetings and meetings for the discussion of specific areas shall be scheduled as needed.

SECTION D – ATTENDANCE AT MEETINGS

1. Teacher attendance at designated meetings shall be a part of the normal workday of a teacher.

2. A teacher who finds it impossible to attend an assigned meeting shall notify the Building Principal or the Committee Chairperson beforehand to obtain prior approval for such absence and mutually agree how to obtain information provided at the meeting.

SECTION E – PROFESSIONAL DEVELOPMENT DAYS

1. Professional Development day(s) are designed to assist teachers and enhance skills.

2. Curriculum Facilitators and the Administration shall collaborate to recommend Professional Development for the District. All professional development is subject to District administration approval.

3. Break-Out Sessions, if offered, provide the teacher with the opportunity to select the program(s) the teacher wishes to attend.

4. One-half day of professional development per school year shall be scheduled in accordance with Article XIII, Section B1 for teachers to complete employee compliance training, which shall be due on or before November 1.

ARTICLE XVIII. EMPLOYMENT

SECTION A – EMPLOYMENT PROCEDURES

Employment procedures of the Board shall include selection of the best available teacher for all positions. Such decisions shall be based primarily on training, experience, personal references, and such other objective and subjective data as may be available. There shall be no discrimination concerning the employment of spouses or other close relatives by blood or marriage, provided one relative shall not be placed in a position to exercise supervision over one another.

A teacher employed as a substitute with an assignment to one (1) specific position shall, after sixty (60) days of continuous service, be granted Sick Leave, personal leave days,

and other local privileges granted to regular teachers, including a salary not less than the minimum salary on the current Salary Schedule.

A teacher employed as a substitute for one hundred twenty (120) days or more during a school year, and reemployed for or assigned to a specific teaching position, shall receive a contract as a regular teacher.

SECTION B – NOTIFICATION OF HIRING

The Association shall receive written notification of all certificated/licensed individuals hired.

Such notification shall include type and area of certification/license, date of hiring, assignment (building or department) and type of contract issued.

ARTICLE XIX. ASSOCIATION RIGHTS

SECTION A – INSERVICE MEETINGS FOR THE ASSOCIATION

1. The Association has the right to conduct an in-service session up to one (1) day per year. This will be a regular paid teacher day. The day reserved for this purpose shall be the Teacher Record Day, between semesters.

2. Teacher attendance will not be optional.

SECTION B – EXTRA DUTIES FOR BUILDING REPS AND/OR S.T.A. OFFICERS

Every possible courtesy will be provided to any official of the S.T.A., with consideration to extra duty, study halls, and conference periods.

Association officers will not be assigned regularly scheduled duties. Duties may be assigned in special circumstances when additional supervision of students is deemed necessary. Upon request of an Association officer, planning and/or duty periods shall be scheduled at the end of the school day, whenever possible. Class coverage shall be provided for an Association officer/Association member when meeting with the Administration. Association officers shall be released from duties for Association business on request. Any dispute regarding this matter shall be submitted to expedited arbitration.

SECTION C – COMMITTEE PARTICIPATION

1. An opportunity shall be provided for one (1) or more representatives of the Association to participate in the initial planning of any school committee engaged in formulating programs or projects in which the teachers might be required to participate. Example: Inservice, levies, etc.

2. The Association, from time to time may wish to purchase released time for its President from regular teaching responsibilities. It may do so, subject to Board approval, by notifying the Superintendent by June 1 of any calendar year, and by

making restitution for all salary, retirement, and fringe benefits, which would equal the proportion of teaching time purchased. Such purchase of time shall be for one (1) entire academic year and may be renewed.

SECTION D – RELEASED TIME

Upon the annual election of the Association President, he/she shall meet with the Superintendent, his/her Building Principal and the Labor Relations Consultant to establish the number of release days/hours/schedule for the coming school year. Release days provided annually shall not be less than the equivalent of 30 not more than 60 days.

Members of the Stow Teachers Association who are the elected delegates to the Delegate Assemblies of the Ohio Education Association, the National Education Association, or the North Eastern Ohio Education Association shall be granted release time without loss of pay to attend these assemblies.

Members of the bargaining unit who are elected or appointed to union offices shall be granted leaves of absence with no forfeiture of salary or retirement, fringe benefits, and contract rights as long as restitution for salary, total retirement, and fringe benefits are made to the Board. Restitution shall be equal to the cost for services for the member had he/she been in active service.

ARTICLE XX. NO REPRISALS

The Board and the Administration agree that there will be no reprisals of any kind taken against teachers for legal action taken relative to negotiations and/or membership representative and/or holding office in the Association and/or for the formal filing of a grievance.

ARTICLE XXI. SENIORITY

SECTION A – DEFINITION

"Seniority" shall be defined as the length of continuous service in the District. For teachers hired on or after June 1, 2007, seniority shall be defined as length of continuous service as a Teacher in the Stow-Munroe Falls City School District.

SECTION B – EFFECTS OF LEAVES

Unpaid leaves of absence will not add to or subtract from the length of continuous teaching service in the School District.

Length of continuous teaching service of a teacher who has returned to employment following resignation or other termination of employment shall be measured from the date of his/her return.

SECTION C – EFFECTS OF SUPPLEMENTAL CONTRACTS

Supplementary contracts shall not be considered in determining seniority.

SECTION D – APPLICATION OF SENIORITY

Application of seniority in all Articles in this Master Contract, except Article IX (Reduction In Force), shall be defined as follows:

Elementary

1. Length of continuous service in the School District as defined in Section A, above; then

2. Total years of service in the buildings, then

3. Total years of service in the grade level.

Secondary

1. Length of continuous service in the School District as defined in Section A, above; then

2. Total years of service in the department; then

3. Total years of service in the building.

ARTICLE XXII. TEACHERS' RIGHTS

SECTION A – NOTICE OF MEETING

Any teacher who is required to appear before the Administration, Board, or any committee or member thereof concerning any disciplinary matter shall be given written notice of the reasons for such meeting or interview within a reasonable time beforehand and shall have Association representation to advise and/or represent the teacher during such meeting or interview.

SECTION B – MEETING

During the course of any meeting or interview, if the teacher or the Administration reasonably believes that disciplinary action may be contemplated against that teacher or any other teacher, the meeting shall be terminated until such time as Association representation is present.

SECTION C – RIGHT TO REPRESENTATION

All S.T.A. members shall have the right to be accompanied by an Association representative(s) to any meetings with Stow-Munroe Falls School Administrators and/or Board members, whenever the teacher requests.

SECTION D – PROGRESSIVE DISCIPLINE

1. No teacher shall be criticized, reprimanded or disciplined in the presence of students or the public.

2. No teacher shall be disciplined, reduced in rank or compensation, demoted or otherwise deprived of any professional advantage without "just cause" and in compliance with applicable provisions of this Contract. A teacher contract non-renewal is not subject to this Article.

3. Teachers who violate the written rules, policies and regulations set forth by the Board may be subject to Progressive Discipline. The purpose of this progressive disciplinary procedure is to secure, at the lowest possible level, solutions to problems which may arise during the school year affecting teachers' compliance with District rules, regulations, policies or directives in an effective and confidential manner. Progressive Discipline shall be for just cause and not implemented in an arbitrary and capricious manner.

   a. Verbal Warning

      Verbal warnings should be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the teacher that the first step of the disciplinary procedure is being initiated.

   b. Written Reprimand

      Within three (3) workdays of the event, the administrator shall meet with the teacher to discuss the reprimand. The teacher will have the right to rebut any written reprimand.

   c. Suspension

      The Superintendent may suspend a teacher without pay for up to three (3) workdays.

      In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the teacher prior to suspension. If the Superintendent determines suspension of three (3) days or less is appropriate, the Superintendent shall provide a written notice including the reason(s) and effective date(s) of suspension.

      Fringe benefits shall remain in effect during the time of any suspension.

If any grievance is filed because of a suspension without pay, the grievance may be subject to expedited arbitration by the Association. When circumstances require, nothing herein shall preclude the Superintendent from suspending a teacher with pay.

4. This procedure shall not be construed as to limit or to prevent an administrator from discussing concerns or problems in private with any teacher. This action shall not be referred to as Employee Discipline. All verbal discussions will be considered informal and will have no bearing on future Employee Discipline.

ARTICLE XXIII. EMPLOYMENT OF RETIRED LICENSED EMPLOYEES

SECTION A – LIMITATIONS

The Superintendent shall have the sole discretion whether to recommend a retired teacher for employment and nothing in this Article shall create any right or expectation for a retired teacher to be re-employed after retirement.

SECTION B – CONTRACTS

A retired teacher will receive a one-year limited contract each year the retired teacher is employed by the Board following retirement. A retired teacher shall not be eligible for a continuing contract at any time during the teacher's employment by the Board after retirement.

SECTION C – COMPENSATION

A retired teacher will be placed no higher than BA+5 or MA+3 on the salary schedule for any year that the retired teacher is employed after retirement.

SECTION D – SENIORITY

A retired teacher shall have no seniority upon re-employment by the Board. A retired teacher shall not accrue seniority for any service during employment following the teacher's retirement.

SECTION E – REDUCTION IN FORCE

If it becomes necessary to implement Reduction in Force procedures, a retired teacher who is selected to have his/her contract suspended shall not be assigned to another area of certification and the "bumping" rights set forth under Article IX, Section B(3)(g) of the Master Agreement shall not apply to the retired teacher.

SECTION F – BENEFITS

A retired teacher shall receive insurance benefits, sick leave, unrestricted personal leave and other leave under the terms provided in the Master Agreement.

ARTICLE XXIV. EFFECTS OF THE CONTRACT

SECTION A – LENGTH

The terms of this Agreement between the Board and the Association shall be for three (3) years from July 1, 2025 through June 30, 2028.

SECTION B – MAINTENANCE

During the duration of this Contract, the Board shall maintain all terms, conditions and benefits of employment at not less than the level in effect as of the effective date of the Contract.

SECTION C – EFFECTS

This Contract represents the full understanding and commitment between the parties as to its inclusions. Memorandums of Understanding signed during the length of the Agreement shall be reviewed by the parties during negotiations.

SECTION D – CONFLICTS

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and such policy or practice, then the terms of this Contract shall prevail.

SECTION E – DISTRIBUTION

Within thirty (30) days after this Contract is signed, copies shall be printed and distributed to each teacher. The expenses shall be shared equally between the Board and the Association. Each teacher hired thereafter shall receive a copy. Any subsequent revisions or amendments shall be printed with the expense shared equally between the Board and the Association.

SIGNATURES TO AGREEMENT

_____	_____	_____
Board of Education	Superintendent	Date
_____	_____	_____
Stow Teachers Association	Stow Teachers Association	OEA Labor Relations Consultant

Wed, 11/05/2025 02:25:29 PM SERB

During the duration of this Contract, the Board shall maintain all terms, conditions and benefits of employment at not less than the level in effect as of the effective date of the Contract.

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SIGNATURES TO AGREEMENT

Board of Education	Superintendent	Date
Stow Teachers Association	Stow Teachers Association	OEA Labor Relations Consultant

FORM . . . A GRIEVANCE PROCEDURE

COMPLAINT BY THE AGGRIEVED

(Please Type or Print)

Aggrieved Person_____

Date of Formal Presentation_____

School Address*_____Phone No.*_____

School*_____Principal*_____

Years in School System*_____ Subject Area/Grade Level*_____

Name of Association Representative*_____

*Not required for district-wide grievance

STATEMENT OF GRIEVANCE:

_____

_____

_____

_____

_____

ACTION REQUESTED:

_____

_____

_____

_____

_____

Signature of Aggrieved Person

FORM B . . . GRIEVANCE PROCEDURE

DECISION ON GRIEVANCE

(To be completed by principal, administrator, or Board of Education at whatever step of the Grievance Procedure is appropriate.)

Aggrieved Person_____School_____

Date of Formal Grievance Presentation_____

DECISION:

_____

_____

_____

_____

Date of Decision_____ Signature & Title of Person(s) Decision

_____

_____

AGGRIEVED PERSON'S RESPONSE:

_____ ACCEPT

_____ REJECT

_____

_____

_____

_____

_____

Date of Response_____

_____

Signature of Aggrieved Person

PERSONNEL RECORDS REVIEW

I REVIEWED MY PERSONNEL RECORDS ON THE DATE INDICATED BELOW:

_____ _____

Signature of Person Reviewing Records Date

Signatures of Other People Present

_____

_____

_____

STOW-MUNROE FALLS CITY SCHOOLS
STOW, OHIO

TEACHER'S SALARY SCHEDULE INDEX

YEARS EXP	BA	TEACHERS BA+18	BA+30	MA BA+45	MA+15 BA+60
STEP 0	1	1.021	1.053	1.087	1.11
STEP 1	1.039	1.062	1.099	1.137	1.16
STEP 2	1.078	1.102	1.145	1.187	1.209
STEP 3	1.167	1.199	1.255	1.306	1.328
STEP 4	1.212	1.247	1.309	1.365	1.388
STEP 5	1.257	1.295	1.364	1.425	1.448
STEP 6	1.301	1.343	1.418	1.484	1.507
STEP 7	1.346	1.391	1.473	1.544	1.567
STEP 8	1.391	1.44	1.528	1.604	1.626
STEP 9	1.435	1.488	1.582	1.663	1.686
STEP 10	1.48	1.536	1.637	1.723	1.745
STEP 11	1.527	1.587	1.695	1.785	1.808
STEP 12	1.574	1.638	1.753	1.848	1.87
STEP 13	1.621	1.689	1.811	1.91	1.933
STEP 14	1.661	1.729	1.851	1.95	1.973
STEP 17	1.701	1.769	1.891	1.99	2.013
STEP 21	1.744	1.817	1.947	2.049	2.072
STEP 24	1.784	1.857	1.987	2.089	2.112
STEP 27	1.824	1.897	2.027	2.129	2.152
STEP 30	1.904	1.977	2.107	2.209	2.232

TUTORS INDEX

YEARS EXP	TUTORS BA	BA+18	BA+30
STEP 0 - 3	1	1.021	1.053
STEP 4 - 6	1.078	1.102	1.145
STEP 7 - 9	1.212	1.247	1.309
STEP 10 - 12	1.301	1.343	1.418
STEP 13 - 15	1.391	1.44	1.528
STEP 16+	1.436	1.488	1.583

STOW-MUNROE FALLS CITY SCHOOLS
TEACHERS' SALARY SCHEDULE

Effective July 1, 2025 through June 30, 2026

Years Exp	Teachers			Base:	$46,540.84
	BA	BA+18	BA+30	MA BA+45	MA+15 BA+60
0	46,540.84	47,518.20	49,007.50	50,589.89	51,660.33
1	48,355.94	49,426.37	51,148.38	52,916.93	53,987.37
2	50,171.02	51,288.01	53,289.26	55,243.98	56,267.87
3	54,313.16	55,802.46	58,408.76	60,782.34	61,806.23
4	56,407.50	58,036.42	60,921.96	63,528.25	64,598.69
5	58,501.84	60,270.39	63,481.70	66,320.69	67,391.14
6	60,549.63	62,504.34	65,994.91	69,066.61	70,137.05
7	62,643.97	64,738.30	68,554.66	71,859.05	72,929.49
8	64,738.31	67,018.80	71,114.40	74,651.51	75,675.41
9	66,786.11	69,252.77	73,627.60	77,397.41	78,467.85
10	68,880.44	71,486.73	76,187.35	80,189.87	81,213.76
11	71,067.86	73,860.31	78,886.72	83,075.39	84,145.84
12	73,255.28	76,233.89	81,586.09	86,007.47	87,031.36
13	75,442.70	78,607.48	84,285.46	88,893.00	89,963.44
14	77,304.33	80,469.11	86,147.09	90,754.64	91,825.08
17	79,165.96	82,330.74	88,008.72	92,616.27	93,686.71
21	81,167.22	84,564.70	90,615.01	95,362.18	96,432.62
24	83,028.86	86,426.33	92,476.64	97,223.81	98,294.25
27	84,890.49	88,287.97	94,273.36	99,085.44	100,155.89
30	86,752.06	89,823.73	96,199.92	100,947.08	102,017.52

Years Exp	Tutors		
		Base:	$ 28.88
	BA	BA+18	BA+30
0 - 3	28.88	29.49	30.42
4 - 6	31.14	31.83	33.07
7 - 9	35.01	36.02	37.81
10 - 12	37.58	38.79	40.96
13 - 15	40.18	41.59	44.14
16+	41.48	42.98	45.72

STOW-MUNROE FALLS CITY SCHOOLS
TEACHERS' SALARY SCHEDULE

Effective July 1, 2026 through June 30, 2027

Years Exp	Teachers			Base:	$47,937.06
	BA	BA+18	BA+30	MA BA+45	MA+15 BA+60
0	47,937.06	48,943.74	50,477.73	52,107.59	53,210.14
1	49,806.61	50,909.16	52,682.83	54,504.44	55,606.99
2	51,676.15	52,826.65	54,887.94	56,901.30	57,955.91
3	55,942.55	57,476.54	60,161.02	62,605.81	63,660.42
4	58,099.72	59,777.51	62,749.61	65,434.09	66,536.65
5	60,256.89	62,078.50	65,386.15	68,310.31	69,412.87
6	62,366.12	64,379.48	67,974.76	71,138.61	72,241.16
7	64,523.29	66,680.45	70,611.30	74,014.82	75,117.37
8	66,680.46	69,029.37	73,247.84	76,891.05	77,945.67
9	68,789.69	71,330.35	75,836.43	79,719.34	80,821.89
10	70,946.85	73,631.33	78,472.97	82,595.56	83,650.17
11	73,199.89	76,076.12	81,253.32	85,567.65	86,670.21
12	75,452.94	78,520.91	84,033.68	88,587.70	89,642.31
13	77,705.98	80,965.70	86,814.02	91,559.79	92,662.35
14	79,623.46	82,883.18	88,731.50	93,477.28	94,579.83
17	81,540.94	84,800.67	90,648.98	95,394.76	96,497.31
21	83,602.24	87,101.64	93,333.46	98,223.04	99,325.60
24	85,519.72	89,019.12	95,250.94	100,140.53	101,243.08
27	87,437.20	90,936.61	97,101.56	102,058.01	103,160.57
30	89,354.62	92,518.44	99,085.92	103,975.49	105,078,05

Years Exp	Tutors		
		Base:	$ 29.75
	BA	BA+18	BA+30
0 - 3	29.75	30.37	31.33
4 - 6	32.07	32.78	34.07
7 - 9	36.06	37.10	38.95
10 - 12	38.71	39.95	42.19
13 - 15	41.39	42.84	45.46
16+	42.72	44.27	47.09

STOW-MUNROE FALLS CITY SCHOOLS
TEACHERS' SALARY SCHEDULE

Effective July 1, 2027 through June 30, 2028

Years Exp	Teachers			Base:	$49,375.18
	BA	BA+18	BA+30	MA BA+45	MA+15 BA+60
0	49,375.18	50,412.05	51,992.06	53,670.82	54,806.44
1	51,300.81	52,436.44	54,263.31	56,139.57	57,275.20
2	53,226.44	54,411.44	56,534.58	58,608.34	59,694.58
3	57,620.83	59,200.83	61,965.85	64,483.98	65,570.23
4	59,842.71	61,570.84	64,632.10	67,397.12	68,532.75
5	62,064.60	63,940.85	67,347.74	70,359.62	71,495.26
6	64,237.10	66,310.86	70,014.00	73,272.77	74,408.39
7	66,458.99	68,680.86	72,729.64	76,235.27	77,370.90
8	68,680.87	71,100.27	75,445.27	79,197.78	80,284.04
9	70,853.38	73,470.26	78,111.52	82,110.92	83,246.54
10	73,075.25	75,840.27	80,827.16	85,073.43	86,159.68
11	75,395.89	78,358.40	83,690.92	88,134.68	89,270.32
12	77,716.53	80,876.54	86,554.69	91,245.33	92,331.57
13	80,037.16	83,394.67	89,418.44	94,306.58	95,442.22
14	82,012.17	85,369.68	91,393.45	96,281.60	97,417.22
17	83,987.17	87,344.69	93,368.45	98,256.60	99,392.23
21	86,110.31	89,714.69	96,133.47	101,169.74	102,305.36
24	88,085.31	91,689.70	98,108.47	103,144.74	104,280.37
27	90,060.32	93,664.71	100,014.60	105,119.75	106,255.39
30	92,035.26	95,293.99	102.058.49	107,094.75	108,230.39

Years Exp	Tutors		
		Base:	$ 30.64
	BA	BA+18	BA+30
0 - 3	30.64	31.28	32.27
4 - 6	33.03	33.77	35.09
7 - 9	37.14	38.21	40.11
10 - 12	39.87	41.15	43.46
13 - 15	42.63	44.12	46.82
16+	44.00	45.60	48.51

EXTRACURRICULAR DUTIES/SALARY SCHEDULE

Curricular Extra Duty Roster

(**Employees become eligible for a longevity increase at the start of their seventh year of service (i.e., after six completed years)

	% of base salary	0-5 years	6+ years**
Academic Clubs			
Academic Challenge	3.5%	1.0	1.1
BPA	4%	1.0	1.1
Builder's Club KP	2%	1.0	1.1
Career Compass	1%	1.0	1.1
FCCLA (formerly HERO)	3.5%	1.0	1.1
K-Kids LV	2%	1.0	1.1
Math Counts	2.5%	1.0	1.1
National Honor Society	5%	1.0	1.1
Power of the Pen	3.5%	1.0	1.1
Science Olympiad HS	3.5%	1.0	1.1
Science Olympiad Asst. HS	3.5%	1.0	1.1
Speech and Debate HS	8%	1.0	1.1
Speech and Debate Asst. HS	5%	1.0	1.1
Spelling Bee KP	2.5%	1.0	1.1
Spelling Bee LV	2.5%	1.0	1.1
STEM KP	3.5%	1.0	1.1
Eighth Grade Trip Chair	2.5%	1.0	1.1
TWE	6%	1.0	1.1
Clubs			
Ski Club HS	2.5%	1.0	1.1
Ski Club KP	2.5%	1.0	1.1
Ski Club LV	2.5%	1.0	1.1
Curriculum Facilitator	3.5%	1.0	1.1
E-Sports	2.5%	1.0	1.1
Interact	2.5%	1.0	1.1

	% of base salary	0-5 years	6+ years**
Key Club	2.5%	1.0	1.1
Safety Patrol	2%	1.0	1.1
Drama			
Advisor Drama Club HS	10%	1.0	1.1
Director KP	5%	1.0	1.1
Junior Class Play Director	5%	1.0	1.1
Senior Class Play Director	5%	1.0	1.1
Musical Director of Music HS	6%	1.0	1.1
Musical Asst. Director of Music HS	3%	1.0	1.1
Musical Director LV	4%	1.0	1.1
Musical Asst. Director LV	3%	1.0	1.1
Asst. Director Musical Vocal HS	3%	1.0	1.1
Auditorium Manager HS	15%	1.0	1.1
Asst. Auditorium Manager HS	11%	1.0	1.1
High School Class Advisors			
Senior Class Advisor	13%	1.0	1.1
Senior Class Asst. Advisor	7%	1.0	1.1
Junior Class Advisor	5%	1.0	1.1
Sophomore Class Advisor	4%	1.0	1.1
Freshman Class Advisor	3%	1.0	1.1
Fresh Welcome	3%	1.0	1.1
Mentoring			
RESA/Mentor NTD	6%	1.0	1.1
Music - Band			
Marching Director	14%	1.0	1.1
Marching Asst. Director	9%	1.0	1.1
Band Camp Director	3%	1.0	1.1
Band Camp Asst. Director	3%	1.0	1.1
Band Director HS	8%	1.0	1.1
Band Asst. Director HS	6%	1.0	1.1
Band Director KP	10%	1.0	1.1

	% of base salary	0-5 years	6+ years**
Band Asst. Director KP	3%	1.0	1.1
Band Director LV	6%	1.0	1.1
Band Jazz Director HS	4%	1.0	1.1
Band Jazz Director Asst. HS	3%	1.0	1.1
Band Jazz Director KP	4%	1.0	1.1
LV Summer Band	2%	1.0	1.1
Music - Strings			
Director Orchestra Strings HS	8%	1.0	1.1
Director Orchestra Strings KP	10%	1.0	1.1
Director LV	6%	1.0	1.1
Summer Orchestra LV	2%	1.0	1.1
Summer Orchestra Asst. LV	1%	1.0	1.1
Music - Vocal/Choral			
Director HS	8%	1.0	1.1
Director KP	10%	1.0	1.1
Director LV	6%	1.0	1.1
Elementary Choir Director	3%	1.0	1.1
Madrigals	4%	1.0	1.1
Vocal Jazz	4%	1.0	1.1
Publications			
Newspaper Stohion HS	4%	1.0	1.1
Yearbook Stoanno Advisor HS	6%	1.0	1.1
Yearbook Advisor KP	3.5%	1.0	1.1
Student Council			
Advisor HS	9%	1.0	1.1
Asst. Advisor HS	6%	1.0	1.1
Advisor KP	3.5%	1.0	1.1
Asst. Advisor KP	2.5%	1.0	1.1
Advisor LV	3.5%	1.0	1.1
Asst. Advisor LV	2.5%	1.0	1.1
Advisor Elementary	2.5%	1.0	1.1

	% of base salary	0-5 years	6+ years**
Supervision			
Saturday School	8%	1.0	1.1
Camp Counselor LV	8%	1.0	1.1

Athletic Extra Duty Roster

	% of base salary	0-5 years	6+ years
Athletic Office			
Athletic Director Asst. HS	15%	1.0	1.1
Athletic Director KP	9% (3 seasons)	1.0	1.1
Faculty Manager HS	9% (2 seasons)	1.0	1.1
Faculty Manager Asst. HS	6% (2 seasons)	1.0	1.1
Faculty Manager KP	5% (2 seasons)	1.0	1.1
Baseball			
Head Coach HS	15%	1.0	1.1
Asst. Coach	11%	1.0	1.1
Head Coach 9th	11%	1.0	1.1
Basketball			
Head Coach Boys	23%	1.0	1.1
Asst. Coach Boys	15%	1.0	1.1
Head Coach Boys 9th	13%	1.0	1.1
Head Coach Boys 8th	10.5%	1.0	1.1
Head Coach Boys 7th	10.5%	1.0	1.1
Head Coach Girls HS	23%	1.0	1.1
Asst. Coach Girls HS	15%	1.0	1.1
Head Coach Girls 8th	10.5%	1.0	1.1
Head Coach Girls 7th	10.5%	1.0	1.1
Bowling			
Head Coach Boys	11%	1.0	1.1
Head Coach Girls	11%	1.0	1.1
Cheerleading			
Head Coach HS	11%	1.0	1.1
Asst. Coach HS	8%	1.0	1.1

	% of base salary	0-5 years	6+ years**
Head Coach 9th	7%	1.0	1.1
Head Coach KP	7%	1.0	1.1
Asst. Coach KP	6%	1.0	1.1
Cross Country			
Head Coach Boys HS	13%	1.0	1.1
Asst. Coach Boys HS	8%	1.0	1.1
Head Coach Girls HS	13%	1.0	1.1
Asst. Coach Girls HS	8%	1.0	1.1
Head Coach KP	8%	1.0	1.1
Asst. Coach KP	7%	1.0	1.1
Field Hockey			
Head Coach HS	13%	1.0	1.1
Asst. Coach HS	8%	1.0	1.1
Football			
Head Coach HS	23%	1.0	1.1
Asst. Coach HS	15%	1.0	1.1
Head Coach 9th	13%	1.0	1.1
Asst. Coach 9th	12%	1.0	1.1
Head Coach 8th	11%	1.0	1.1
Asst. Coach 8th	10%	1.0	1.1
Head Coach 7th	11%	1.0	1.1
Asst. Coach 7th	10%	1.0	1.1
Golf			
Head Coach Boys	15%	1.0	1.1
Asst. Coach Boys	8%	1.0	1.1
Head Coach Girls	15%	1.0	1.1
Asst. Coach Girls	8%	1.0	1.1
Gymnastics			
Head Coach	11%	1.0	1.1
Asst. Coach	8%	1.0	1.1

	% of base salary	0-5 years	6+ years**
Hockey			
Head Coach	14%	1.0	1.1
Asst. Coach	10%	1.0	1.1
Lacrosse			
Head Coach Boys	13%	1.0	1.1
Asst. Coach Boys	8%	1.0	1.1
Head Coach Boys KP	8%	1.0	1.1
Asst. Coach Boys KP	7%	1.0	1.1
Head Coach Girls	13%	1.0	1.1
Asst. Coach Girls	8%	1.0	1.1
Head Coach Girls KP	8%	1.0	1.1
Asst. Coach Girls KP	7%	1.0	1.1
Soccer			
Head Coach Boys	15%	1.0	1.1
Asst. Coach Boys	11%	1.0	1.1
Head Coach Girls	15%	1.0	1.1
Asst. Coach Girls	11%	1.0	1.1
Softball			
Head Coach	15%	1.0	1.1
Asst. Coach	11%	1.0	1.1
Swimming			
Head Coach	15%	1.0	1.1
Asst. Coach	11%	1.0	1.1
Tennis			
Head Coach Boys	13%	1.0	1.1
Asst. Coach Boys	8%	1.0	1.1
Head Coach Girls	13%	1.0	1.1
Asst. Coach Girls	8%	1.0	1.1
Track			
Head Coach Boys	15%	1.0	1.1
Asst. Coach Boys	11%	1.0	1.1

	% of base salary	0-5 years	6+ years**
Head Coach Boys KP	9%	1.0	1.1
Asst. Coach Boys KP	8%	1.0	1.1
Head Coach Girls	15%	1.0	1.1
Asst. Coach Girls	11%	1.0	1.1
Head Coach Girls KP	9%	1.0	1.1
Asst. Coach Girls KP	8%	1.0	1.1
Volleyball			
Head Coach Boys	17%	1.0	1.1
Asst. Coach Boys	12%	1.0	1.1
Head Coach Girls	17%	1.0	1.1
Asst. Coach Girls	12%	1.0	1.1
Head Coach 9th	11%	1.0	1.1
Head Coach 8th	10.5%	1.0	1.1
Head Coach 7th	10.5%	1.0	1.1
Wrestling			
Head Coach	17%	1.0	1.1
Asst. Coach	12%	1.0	1.1
Head Coach KP	11%	1.0	1.1
Asst. Coach KP	10%	1.0	1.1

FAIR SHARE FEE

1. The Association, as agent for the teachers of the Stow-Munroe Falls City School District, shall be entitled to charge a Fair Share Fee.

2. All responsibility for notification, collection and enforcement of this Article rests solely with the Association. However, upon hiring a new employee, representatives of the Board will notify the employee of the Fair Share Fee.

3. The Association shall assume all costs incurred in the notification, collection and enforcement of this Article. The Association shall pay all legal fees, judgments, and court costs incurred by the Board with regard to this Article. The Association reserves the right to select the attorney to represent the Board with regard to this Article, subject to approval by the Board.

4. The President of the Association shall annually, certify to the Treasurer of the Board the amount of the annual Fair Share Fee for the ensuing school year.

5. The Treasurer of the Board shall be sent a list of members from the Association. Upon receipt of such, the Treasurer shall automatically deduct the dues of said members in eighteen (18) equal payments not to exceed twice per month beginning in October. Authorization may be withdrawn during a period of the final ten (10) days of the Contract. If dues deduction is not revoked during such period, it shall continue for a successive period. The Treasurer shall be sent a list of members of the bargaining unit classified as Fair Share Fee Payers on or about December 1. The Treasurer shall automatically deduct the Fair Share Fee in six (6) equal payments (one per month) beginning after January 15. Failure of the Fair Share Fee Payer to pay the Fair Share Fee directly to the Association, in a manner the Association deems appropriate, no later than January 15, shall not relieve the teacher of his/her liability to the Association for the amount of the Fair Share Fee.

6. It shall be the responsibility of the Association to prescribe an Internal Rebate Procedure for rebate of monies spent on political or ideological matters opposed by the bargaining unit member which are not related to the purposes of enforcing and negotiating the Agreement or grievances.

#EachChildOurFuture

Professional Growth Plan

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

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

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).

☐ 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.

Ohio Department of Education

#EachChildOurFuture

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)

Ohio Department of Education

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.

Walkthroughs/Informal Observations: Overview and Resources
Ohio Teacher Evaluation System 2.0

Overview: Walkthroughs/Informal Observations:

Observations of teaching provide important evidence when assessing a teacher's performance and effectiveness. As an evaluator observes a teacher engaging students in learning, valuable evidence may be collected on multiple levels. While many of these interactions may take place in the classroom, a more formal instructional setting, it should be noted that evidence of teacher practice is visible in many settings. Some teacher behaviors are observable in the classroom while other evidence may be obtained from formal conferences, informal conversations, and evidence of practice, as well as input from colleagues, parents/guardians and students.

As part of the observation process, ongoing communication and collaboration between evaluator and teacher help foster a productive professional relationship that is supportive and enhances a teacher's professional growth and development.

A walkthrough/informal observation is a

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Method to allow evaluators opportunity to gather additional evidence on identified focus area(s) to enhance teacher practice;
- Process for giving targeted evidence-based feedback to teachers; and
- Means for evaluators to visit classrooms more frequently and more purposefully.

As part of the teacher evaluation system, walkthroughs/informal observations should, whenever possible, be focused on gathering evidence related to the teacher's identified focus area(s). However, evaluators are not limited to only collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Guidelines for Walkthroughs/Informal Observations

Informally Observe Teachers
Teachers who are fully evaluated will have a minimum of two walkthroughs. Walkthroughs are informal observations less than 30 minutes; these may be announced or unannounced.

Informally Observe Often
The evaluator's presence in the classroom should send a positive message to teachers. Conducting walkthroughs consistently and frequently can have a positive impact on teacher practice and student learning. Find time to observe teachers at varying times of the day because what occurs in the morning can be different from what occurs in the afternoon.

Focusing on Identified Areas for Support
Focus area(s) may be determined during the required conference following the first Formal Holistic Observation or during the previous year's Final Summative Conference. The focus may be area(s) of relative strength and/or area(s) for improvement. Determination of focus area(s) should mirror the level of autonomy used to develop Professional Growth Plans:

FINAL March 27, 2020

- Teachers rated Accomplished - Self-Directed by teacher
- Teachers rated Skilled – Jointly determined by teacher and evaluator
- Teachers rated Developing – Guided by evaluator
- Teachers rated Ineffective – Determined by evaluator

Evidence gathered during walkthroughs that occur after the Formal Holistic Observation should be focused on the teacher's identified area(s) for support when applicable. Evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle.

Make Time to Follow Up

Follow-up communication to walkthroughs is a critical component. Follow-up will often be in writing, but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to support teachers in enhancing their practice. If possible, evaluators should follow up with the teacher on either the same day or the next day. To impact practice, teachers should receive feedback in a timely manner.

Teacher-Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to the teacher's identified focus area(s).

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes measures of values or counts expressed as numbers. For example, the evaluator could use a checklist to tally the types of questions asked (higher versus lower levels). The evaluator might also chart the number and types of assessments used. Qualitative data can include scripted notes detailing patterns of activities, feedback shared and events observed. In both cases, accuracy is essential to ensure the credibility of the process and the evaluator.

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**

FINAL March 27, 2020

Walkthroughs/Informal Observations
Ohio Teacher Evaluation System 2.0

Walkthrough: Open-Ended Form

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

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

FINAL March 27, 2020

School Counselor Evaluation Rubric

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

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

05/18/2016

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

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

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

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

05/18/2016

Evidence				

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

05/18/2016

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				

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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** _____

Ohio Department of Education

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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** _____

Ohio Department of Education

Final
March
27, 2020

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	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

	Element 2.5				disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	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

(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, formal observation,*	**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 strategies. There is no student engagement.	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 demonstrate little engagement in the lesson.	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's communication strategies	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 strategies and questioning techniques engage students in

classroom walk-throughs/informal observations, peer review		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	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 class learning opportunities to maximize student learning.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.

		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.	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.	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, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency	There is no evidence of rapport or expectations for respectful, supportive and caring interactions	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and	There is consistent evidence of rapport and expectations for respectful, supportive and caring	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for

	Element 1.4 Element 5.1 Element 5.2	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.	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.	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.	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) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations,*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and

assessments, student portfolios, post-conference		The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	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.	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 (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence:*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review	**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.
	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.

Stow-Munroe Falls Coaching Evaluation System

Assessment of Coaching Performance

Coaching Performance Evaluation Rubric

#1 Understand and implement the core practices for Student-Centered Coaching while designing systems to engage teachers in coaching cycles.

Success Criteria-I can . . .

Organize most of my work to take place in coaching cycles. Work with teachers to set standards-based goals for coaching cycles. Work with teachers to unpack the goal into student-friendly learning targets. Use student evidence when co-planning and co-teaching. Co-plan lessons that integrate effective instructional practices. Use co-teaching practices that build partnerships with teachers. Measure the impact of coaching cycles on student and teacher learning.

Set agreements with teachers before the coaching cycle begins. Ensure that teachers have choice and ownership throughout a coaching cycle. Maintain focus on the goal that was set by the teacher. Provide opportunities to engage in coaching cycles throughout the school year. Use logs and note-taking in a way that is transparent and includes the teacher. Continually listen and respond to the needs of teachers. Design and use a system for monitoring teacher participation in coaching cycles in order to engage others.

	Accomplished	Skilled	Developing	Novice
The Coach/ Specialist..	Consistently implements the core practices for Student-Centered Coaching. Thus, coaching leads to a measurable impact on instructional practice and student learning. The core practices are being implemented throughout the school community. Creates a well-organized system for managing coaching cycles that provides choice for how teachers can engage.	Implements some of the core practices for Student-Centered Coaching. Thus, coaching leads to some measurable impact on instructional practice and student learning. The core practices are being implemented throughout areas of the school community. Structures an organized system for managing coaching cycles and actively engages teachers in the coaching cycle process.	Is developing skill and confidence in using the core practices for Student-Centered Coaching. The core practices are being used with some teachers but not the full school community. Offers some coaching cycles, but there is limited reach and/or effectiveness. Teachers aren't sure how or why they should engage in coaching cycles.	Is using practices for coaching that aren't student centered. This may include providing resources, holding teachers accountable for implementing programs, or serving as a quasi administrator. Spends very little time in coaching cycles and mostly serves as a resource to teachers.
Evidence				

Adopted from Student Centered Coaching by Diane Sweeney and OTES 2.0 Rubric by ODE

#2: Understand effective instruction, and help teachers implement it.

Success Criteria-I can . . .

Articulate what effective practices are and why they matter to student learning. Prioritize which practices to focus on at any given time. Help move teachers forward in their learning while maintaining their ownership of the process. Use student evidence when co-planning with teachers. Co-plan with teachers in a way that intentionally builds effective practices into lessons. Co-teach to implement effective instructional practice. Continue to learn and grow in using effective instructional practices.

	Accomplished	Skilled	Developing	Novice
The Coach/ Specialist..	Has an extensive understanding of effective instructional practices across grades and subjects. The coach successfully supports others to implement these practices in their own classrooms.	Has an ample understanding of effective instructional practices across grades. The coach supports other teachers to implement these practices in their own classroom.	Has some understanding of effective instructional practices but is learning how to transfer knowledge to the work of other teachers.	Either doesn't have a fully developed understanding of effective instructional practices and/or is unable to move teachers toward their own implementation.
Evidence				

#3: Build trusting and respectful relationships with teachers and administrators by fostering professionalism.

Success Criteria-I can . . .

Build collegial relationships that are trusting and respectful. Use a respectful tone throughout my coaching conversations. Avoid being a "teller" but rather be a "co-constructor" of learning. Avoid focusing on weaknesses but rather build on strengths. Ask open-ended questions. Set a tone that "we are all learners."

	Accomplished	Skilled	Developing	Novice
The Coach/ Specialist..	Works effectively with teachers and administrators due to specific measures he or she has taken to build trusting and professional relationships. Uses the teachers professional growth plan goals to support them with the district goals and priorities.	Works well with teachers due to specific measures he or she has taken to build trusting and professional relationships.	Is beginning to build trusting relationships with a broader array of teachers, including more challenging teachers.	Is able to build trusting relationships with a limited group of teachers.
Evidence				

Adopted from Student Centered Coaching by Diane Sweeney and OTES 2.0 Rubric by ODE

#4: Provides skilled facilitation during collaboration and effective professional development.

Success Criteria-I can . . .

Use strategies for facilitation to guide group learning. Use (or create) protocols that contribute to the learning of the group. Anchor conversations in student work. Encourage teacher choice and ownership during collaboration. Listen and respond in a way that honors the group. Support teachers to reflect as learners. Manage interactions between peers in a collegial way. Respectfully intervene if collegial interactions are toxic or harmful.

	Accomplished	Skilled	Developing	Novice
The Coach/ Specialist..	Understands which facilitation processes to employ at any given time. The coach is a skilled facilitator and, as a result, both small and large groups function in a highly productive manner on a consistent basis. Effectively uses various facilitation strategies to support professional development outcomes for teachers through the use of continued collaboration.	Demonstrates evidence of good facilitation techniques used in small and large group settings. Groups are functioning at a productive level. Uses various facilitation strategies to support professional development outcomes for teachers through the use of continued collaboration.	Is working to expand the repertoire of facilitation techniques used in small- and large group sessions. Groups are beginning to function at a more productive level. Is working to use some facilitation strategies to support professional development outcomes for teachers through the use of continued collaboration.	Employs a limited set of facilitation processes. Small- and/or large-group facilitation are not productive on a consistent basis. Does not use facilitation strategies to support professional development outcomes for teachers through the use of continued collaboration.
Evidence				

#5: Maintain a learning stance and engage in reflective dialogue with teachers.

Success Criteria-I can . . .

Demonstrate that I am a learner inside and outside of school. Take risks that are inherent to learning. Share how my thinking evolves based on the input of others. Build collegial relationships based on my own learning. Establish a trusting and respectful tone throughout my coaching conversations. Create systems for teachers to share ideas and resources with one another.

Use student work as a means of encouraging reflection. Listen (avoid talking too much or making too many suggestions that may overwhelm teachers). Take a strengths-based approach to conversations. Paraphrase to honor and/or clarify the thoughts of others. Ask probing questions that I don't know the answer to. Maintain an open mind as the teachers' learning progresses.

	Accomplished	Skilled	Developing	Novice
The Coach/ Specialist..	Consistently seeks new experiences and opportunities for learning and leverages teacher partnerships to extended learning in the school district. Consistently applies new relevant learning that aligns to the district's strategic plan and district goals by presenting the newly learned content and creating a plan for action.	Seeks new experiences and opportunities for learning rather than taking the stance of an "expert." Encourages reflective dialogue by asking open-ended questions, probing, and using paraphrasing techniques rather than simply giving the teacher answers.	Takes advantage of some opportunities for new learning and is becoming more comfortable regarding taking the stance of "colearner" with teachers. Is beginning to use strategies such as asking open-ended questions, probing, and paraphrasing techniques to encourage reflective dialogue among teachers.	Does not take advantage of opportunities for new learning on a consistent basis and does not take the stance of "co-learner" with teachers. Does not use conversational approaches that encourage reflective dialogue among teachers.

Adopted from Student Centered Coaching by Diane Sweeney and OTES 2.0 Rubric by ODE

	Consistently uses reflective dialogue by asking open-ended questions, probing, and using paraphrasing techniques rather than simply giving the teacher answers.			
Evidence				

#6: Organizational Skills, Professionalism, Judgement

Success Criteria-I can . . .

	Accomplished	Skilled	Developing	Novice
The Coach/ Specialist..	Effectively recognizes and organizes physical resources available, plans, develops and maintains department initiatives for respective content areas. Effectively displays an open, positive, friendly, calm, objective manner of thinking and behaving when interacting with children, staff, administrators. Effectively makes reasonable decisions, especially in regard to practical affairs using information at hand. Demonstrates critical thinking and problem solving skills by being assertive in the decision making process and bringing solutions and drawbacks to the table for review.	Consistently recognizes and organizes physical resources available, plans, develops and maintains department initiatives for respective content areas. Consistently displays an open, positive, friendly, calm, objective manner of thinking and behaving when interacting with children, staff, administrators. Consistently makes reasonable decisions, especially in regard to practical affairs using information at hand. Demonstrates critical thinking and problem solving skills by identifying the problem and creating a plan of action.	Recognizes and organizes physical resources available, plans, develops and maintains department initiatives for respective content areas. Displays an open, positive, friendly, calm, objective manner of thinking and behaving when interacting with children, staff, administrators. Make some reasonable decisions, using information at hand. Demonstrates some critical thinking by identifying the problem, and offering some solutions.	Does not recognize and organize physical resources available, plans, develops and maintains department initiatives for respective content areas. Does not display an open, positive, friendly, calm, objective manner of thinking and behaving when interacting with children, staff, administrators. Does not make reasonable decisions, especially in regard to practical affairs using information at hand. Does not demonstrate critical thinking by identifying the problem.
Evidence				

Adopted from Student Centered Coaching by Diane Sweeney and OTES 2.0 Rubric by ODE

#7: Professional Responsibilities

Success Criteria-I can . . . *Exhibit a high level of professionalism by actively communicating and collaborating with teachers and administrators. Exhibit a high level of understanding for district, state and federal policies. Demonstrate that I have the capacity to support all learners of diverse abilities by using data to support professional development needs and new initiatives.*

	Accomplished	Skilled	Developing	Novice
The Coach/ Specialist..	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. Demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. Exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level. Directly involved in instructional issues for all students. Fosters systematic discussions regarding instructional needs of all students including students identified as gifted, students with disabilities and at-risk students in their respective content area.	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. Demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. Monitors the identification and instruction of students of diverse abilities and supports staff in implementing state and local policies. Uses disaggregated achievement data to determine the performance and needs of particular students and groups and regularly examines district wide students' performance to determine professional development needs and new initiatives based on student performance data.	Inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice. Demonstrates minimal understanding of district policies, state and federal regulations. Monitors the identification of students of diverse abilities and supports staff in implementing state and local policies by monitoring student achievement data.	Does not communicate and/or collaborate with colleagues. Demonstrates a lack of understanding and regard for district policies, state and federal regulations. Believes that all students can achieve, but fails to connect this belief with concrete actions.
Evidence				

Adopted from Student Centered Coaching by Diane Sweeney and OTES 2.0 Rubric by ODE

Area of Reinforcement:
Area of Refinement:

Coach Signature:_____ Date:_____

Evaluator Signature:_____ Date:_____

Adopted from Student Centered Coaching by Diane Sweeney and OTES 2.0 Rubric by ODE

Library Media Specialist Evaluation Tool

Name: **Date:** **Building:**

Performance Descriptors:

ACCOMPLISHED:	4	Evidence shows achievement which contributes to goals beyond the primary work objectives and consistently meets and exceeds reasonable expectations of a well-trained professional
SKILLED:	3	Evidence shows attainment of primary work objectives in the manner reasonably expected of a well-trained professional
DEVELOPING:	2	Evidence is approaching consistency at a minimally expected level.
INEFFECTIVE:	1	Evidence is generally below satisfactory achievements. Attainment of the primary work objectives has not been reached and performance improvement is indicated.

Domain Areas	4	3	2	1
Equity: • Curates digital resources and tools • Ensures access to available resources and support • Invests, curates, and maintains resources and tools • Advocates for student privacy and intellectual freedom				
Literacies: • Promotes reading engagement • Teaches digital citizenship • Teaches media literacy • Teaches informational literacy				
Partnerships: • Engages in school partnerships and collaboration • Cultivates community partnerships				
Environments: • Designs collaborative learning environments • Empowers learners as creators				

Leadership: • Facilitates professional learning with colleagues • Leads beyond the library				

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	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 students 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	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

	Element 2.1 Element 2.2 Element 2.4 Element 2.5			communicate the connections to students.	students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	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**	The teacher's instructional plan	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent connections to

(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	makes 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.	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.	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

formal observation, classroom walk-throughs/informal observations, peer review		strategies. There is no student engagement. The teacher does not give students feedback.	Students 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.
	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.
LESSON DELIVERY *(continued)*	**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

		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.
	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.

formal observation, classroom walk-throughs/informal observations, peer review, student surveys	**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) *Possible Sources of Evidence: pre-conference,*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted

formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	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.	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 (Standard 6: Collaboration and Communication, Standard 7: Professional	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning,	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's

Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*			well-being and development.	learning, well-being and development.	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.
	Professional learning Element 7.2	The teacher sets short-term and long-term professional goals	The teacher sets and monitors short-term and long-term professional goals but fails to take	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term

	Element 7.3	but fails to monitor progress or take action to meet the goals.	appropriate action to meet the goals.	self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	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.

Program Coordinator Evaluation Tool

Name: **Date:** **Building:**

Performance Descriptors:

ACCOMPLISHED:	**4**	Evidence shows achievement which contributes to goals beyond the primary work objectives and consistently meets and exceeds reasonable expectations of a well-trained professional
SKILLED:	**3**	Evidence shows attainment of primary work objectives in the manner reasonably expected of a well-trained professional
DEVELOPING:	**2**	Evidence is approaching consistency at a minimally expected level.
INEFFECTIVE:	**1**	Evidence is generally below satisfactory achievements. Attainment of the primary work objectives has not been reached and performance improvement is indicated.

Domain Areas	**4**	**3**	**2**	**1**
Program Administration and Leadership: • Leads groups of stakeholders toward increasing student learning and achievement • Facilitates the process for meeting deadlines and compliance requirements				
Facilitate Teacher Professional Growth • Mentors professionals in regards to systems and protocols • Coaches professionals to attain their individual growth goals • Develops and leads professional development				
Professionalism: • Participates in building and district committees • Accesses local or state organizations to form and maintain partnerships that enhance programming.				
Organizational Skills • Tracks student and/or teacher progress • Maintains program compliance records				

• Maintains program data components (teacher and student records, testing and assessment, etc)				
Analysis of Data • Gathers necessary data for district use • Leads district personnel in discussions regarding trends, growth, and goal setting.				
Collaborative Relationships • Partners with administrators • Creates and maintains communication with stakeholders including fiscal, human resources, and teaching and learning specialists • Encourages reflective dialogue				

STOW-MUNROE FALLS CITY SCHOOLS
SPEECH & LANGUAGE PATHOLOGIST RUBRIC

DOMAIN A: PLANNING AND PREPARING FOR LEARNING

A.1: The SLP acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students' academic needs, cultural heritage, interests, and community.

Elements	Ineffective	Skilled	Accomplished
Acquisition of Information About Individual Learners.	The SLP does not acquire knowledge of individual students as learners. -or- The SLP does not acquire that knowledge from a variety of sources and in an on-going manner.	The SLP acquires detailed information about individual students as learners from a variety of sources, and/or in an on-going manner.	The SLP acquires extensive and detailed information about individual students as learners from a variety of sources, and in an on-going manner.
Use of Acquired Information	The SLP planning shows little or no awareness of students' academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through the following: *Flexible groupings *Activities that invite student interaction and choice. *Strategies that address various learning styles, special needs and cultural heritage. *Instruction that addresses strengths and gaps in student background knowledge and skills. * The SLP does not clearly communicate planning. * There is little evidence that the SLP uses achievement date or other assessment results to plan instruction.	The SLP clearly communicates how planning shows consideration for the students' academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through most of the following: *Flexible groupings *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs and cultural heritage *Instruction that addresses strengths and gaps in student background knowledge and skills. • The SLP uses achievement data and other assessment results to plan lessons to meet individual/group instructional needs.	The SLP clearly communicates how planning incorporates consideration for the students' academic needs and learning styles, interests, cultural heritage and community backgrounds as demonstrated through all of the following: *Flexible groupings *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs and cultural heritage *Instruction that addresses strengths and gaps in student background knowledge and skills. • The SLP analyzes and uses achievement data and other assessment results to plan lessons to meet individual/group instructional needs.

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A.2: The SLP demonstrates the ability to follow due process procedures, including the selection and administration of diagnostic instruments and procedures as defined by the Individuals with Disabilities Education Act (IDEA) and completes required due process paperwork.

Elements	Ineffective	Skilled	Accomplished
Variety of Diagnostic Assessments	The SLP is unable to select appropriate diagnostic instruments.	The SLP selects and administers diagnostic instruments and procedures based on the student's developmental level, areas of concern and SLP/parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from limited sources.	The SLP selects and administers a variety of diagnostic instruments and procedures based on the student's developmental level, areas of concern and SLP/parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from a variety of sources.
IDEA Laws and Regulation	The SLP demonstrates a basic knowledge of the IDEA. The appropriate referral process is not followed.	The SLP demonstrates an adequate understanding of IDEA by generally following appropriate procedures for referral, identification, placement and exits.	The SLP demonstrates a thorough understanding of IDEA by consistently following appropriate procedures for referral, identification, placement and exits.
Documentation	The documentation for due process is not complete. The SLP does not clearly communicate the evidence.	The documentation for initial placement, exit, and re-evaluation packets is usually complete and Thorough. The SLP clearly communicates an explanation of the evidence.	The documentation for initial placement, exit, and re-evaluation packets is accurately completed and thorough. The SLP clearly communicates an explanation of the evidence.
Recommendations	The SLP is unable to interpret diagnostic results or make case management recommendations.	The SLP demonstrates the ability to make appropriate case management recommendations after interpreting diagnostic results.	The SLP demonstrates the ability to make appropriate case management recommendations after accurately interpreting diagnostic results for a variety of communication disorders.

A.3: The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress toward the IEP objectives.

Elements	Ineffective	Skilled	Accomplished

Alignment with Standards	Assessments do not provide opportunities for student to demonstrate proficiency.	Assessments aligned with IEP goals provide evidence that students at some developmental levels are given opportunities to meet the IEP goals.	Assessments aligned with IEP goals provide evidence that students at all developmental levels are given multiple opportunities to meet the IEP goals.
Alignment and Variety	The SLP uses assessments that are not aligned with the IEP objectives. The SLP uses mainly summative assessments. -or- Planning for assessment is not evident.	The SLP uses assessments that align with the IEP goals. -and- The SLP uses informal/formal and formative/summative assessments.	The SLP uses assessments that align with the IEP goals. -and- The SLP uses extensive and varied informal/formal and formative/summative assessments.

DOMAIN B: CREATING AN ENVIRONMENT FOR LEARNING

B.1: The SLP creates an inclusive and caring environment in which each individual is respected and valued.

Elements	Ineffective	Skilled	Accomplished
SLP Interaction With Students	SLP interactions with students are negative, demeaning, or inappropriate.	SLP interactions with all students demonstrate respect. Interactions are inclusive and appropriate.	SLP interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate.
Interactions Among Individuals	SLP tolerates inappropriate and/or disrespectful interactions among individuals.	SLP encourages respectful interactions among individuals and appropriately addresses any disrespectful interactions among individuals.	SLP encourages and/or reinforces positive and respectful interactions among individuals -and/or- Interactions are respectful.

B.2: The SLP establishes effective routines and procedures, maintains a safe and orderly environment and manages transitions to maximize instructional time.

Elements	Ineffective	Skilled	Accomplished
Routines/Procedures	The SLP uses procedures for managing student groups, supplies, and equipment that result in considerable loss of instructional time. The SLP maintains an environment where hazards exist.	The SLP establishes and uses effective routines and procedures for managing student groups, supplies, and/or equipment. The SLP acts to maintain a safe environment.	The SLP establishes and uses effective routines and procedures that incorporate student responsibility for managing student groups, supplies, and/or equipment. The SLP acts to maintain a safe environment.
Transitions	The SLP does not establish procedures for most transitions. Considerable instructional time is lost.	The SLP establishes and directs procedures for transitions. No instructional time is lost.	The SLP establishes procedures for managing seamless transitions incorporating student responsibility. No instructional time is lost.

B.3: The SLP manages and monitors student behavior to maximize instructional time.

Elements	Ineffective	Skilled	Accomplished
Monitoring of Student Behavior	The SLP does not monitor student behavior and/or the SLP is unaware of student behaviors, which results in considerable loss of individual, group, and/or whole class time on task.	The SLP monitors student behavior at all times, which promotes individual, group, and/or whole class time on task.	The SLP monitors behavior in a manner that anticipates and prevents student misbehavior, and that allows for students to monitor their own and/or their peers' behavior, which results in no loss of time on task.
Response to Undesired Behavior	The SLP does not respond to off-task or disruptive behavior. -or- The SLP response to student misbehavior is inconsistent and/or has minimal results.	The SLP response to undesired behavior is appropriate, consistent, and the desired behavior is attained.	The SLP response to undesired behavior is appropriate, consistent, and sensitive to students' individual needs, and the desired behavior is attained. -or- Student misbehavior is not evident.

Standard C.1: The SLP communicates the objectives from the Individualized Education Plan (IEP) and the directions and procedures for the daily activities to the students.

Elements	Ineffective	Skilled	Accomplished
Communication of the IEP Objectives	The SLP does not communicate the IEP objectives to the student.	The SLP clearly and accurately communicates IEP objectives to each student.	The SLP clearly and accurately communicates the IEP objectives to each student and a rationale for this learning.
Instructional Directions and Procedures	The SLP does not communicate instructional directions or procedures. -or- The SLP communicates instructional directions or procedures inaccurately.	The SLP clearly and accurately communicates instructional directions and procedures for the activity.	The SLP clearly and accurately communicates instructional directions and procedures for the activity. The SLP anticipates possible student misunderstanding.
Monitoring and Adjusting	The SLP is unable to develop a method of periodic monitoring.	The SLP develops a program of periodic monitoring of student progress toward IEP goals. The SLP uses information to modify treatment plans, strategies or materials to meet the needs of the student.	The SLP develops a program of periodic monitoring of student progress toward IEP goals. The SLP uses information to modify treatment plans, strategies or materials to meet the needs of the student. SLP involves the student in monitoring of progress.
Use of Information	The SLP does not have the information to determine the present level of performance on progress reports or present levels.	The SLP uses monitored information to report student's present level on progress reports or present levels.	The SLP uses monitored information to report student's present level on IEP and progress reports reports or in collaboration with other special services staff.

C.2: The SLP demonstrates content knowledge of speech and language development and therapy techniques.

Elements	Ineffective	Skilled	Accomplished

Knowledge of Speech/Language Development	The SLP uses daily activities and objectives that may or may not be related to the hierarchy of speech/language development. Tasks are unrelated to student's needs or instructional level.	The SLP chooses daily activities and objectives in the hierarchy of speech/language development, which move the student toward fulfilling IEP goals. Tasks assigned are at or near instructional level.	The SLP chooses daily activities and objectives in the hierarchy of speech/language development, which move the student toward fulfilling IEP goals. SLP manipulates tasks assigned so that students consistently work at the instructional level.

Elements	**Ineffective**	**Skilled**	**Accomplished**
Knowledge of Speech/Language Techniques and Service Delivery Models	The SLP uses one model of therapy for treatment of speech/language disorders for all students. Service is delivered only in Speech Resource area.	The SLP uses a variety of therapy models and techniques to meet individual student needs as specified in the IEP. Services are delivered within various environments.	The SLP uses a variety of therapy models and techniques to deliver appropriate services to meet individual student needs as specified in the IEP. Services are delivered in the environment most appropriate to the student and IEP needs.

C.3: The SLP conducts the therapy session, addressing the specific areas of disability delineated in the IEP.

Elements	**Ineffective**	**Skilled**	**Accomplished**
Conceptual Understanding	The SLP conducts lessons that are not appropriate to the specific area of disability and are not relevant to the IEP.	The SLP challenges students in a variety of adaptable activities that address the specific areas of disability and promotes mastery of IEP goals and objectives.	The SLP consistently challenges students in a variety of creative, adaptable activities that address the specific areas of disability and promotes mastery of IEP goals and objectives.
Monitoring and Adjustment	The SLP presents the lesson as planned and makes no adjustments.	The SLP periodically monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery.	The SLP monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery.
Extension of Thinking	The SLP creates situations that do not challenge students to think about the IEP goal being taught.	The SLP creates situations that challenge students to think independently, creatively or critically about the IEP objective being taught.	The SLP creates situations that challenge students to think independently, creatively or critically about the IEP objective being taught to reflect their understanding and consider new possibilities.

Standard C.4: The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.

Elements	Ineffective	Skilled	Accomplished
Student Engagement	The SLP has difficulty engaging the students in selected activities.	The SLP consistently engages the students in learning through use of controlled choices, relevancy to speech/language progress and the student's instructional level.	The SLP consistently engages the students in learning through use of controlled choices, relevance to academic progress and the student's instructional level.
Thought-Provoking Questions	The SLP frequently asks questions that are inappropriate to the objectives of the lesson. The SLP frequently does not ask follow-up questions. The SLP does not provide appropriate wait time.	The SLP asks thought-provoking questions that focus on the objectives of the lesson. The SLP seeks clarification through additional questions. The SLP provides appropriate wait time.	The SLP routinely asks thought-provoking questions that focus on the objectives of the lesson. The SLP seeks clarification and elaboration through additional questions. The SLP provides appropriate wait time.

C.5: The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.

Elements	Ineffective	Skilled	Accomplished
Quality Methods and Timelines	The SLP provides insufficient and/or inaccurate feedback to students about their progress toward the learning objectives. -or- Feedback is not provided in a timely manner.	The SLP provides accurate, specific, and timely feedback to students about their progress toward the learning objectives. The SLP provides feedback using a variety of methods and facilitates student self-assessment.	The SLP routinely provides substantive, accurate, specific, and timely feedback to students about their progress toward the learning objectives. The SLP provides feedback using a variety of methods and facilitates student self-assessment.
Student Errors/Misconceptions	The SLP does not correct student content errors.	The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the	The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the process or

	The SLP fails to address misconceptions.	process or concept. The SLP addresses misconceptions as they arise.	concept and by facilitating opportunities for self correction. The SLP anticipates and addresses misconceptions.

C.6: The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.

Elements	Ineffective	Skilled	Accomplished
Session Effectiveness	The SLP misjudges and/or makes an inaccurate assessment of the session's effectiveness or the extent to which the instructional goals of the session were met. -or- The SLP does not address the session observed. -or- The SLP does not clearly communicate the explanation of the evidence.	The SLP makes an accurate assessment of the session's effectiveness and the extent to which it achieved its goals by citing examples from the session. The SLP clearly communicates the explanation of the evidence.	The SLP makes a thoughtful and accurate assessment of the session's effectiveness and the extent to which it achieved its goals, citing specific examples from the session's strengths and/or weaknesses related to the session's objectives. The SLP clearly communicates the explanation of the evidence.
Student Engagement	• The SLP makes inaccurate assessment of the level of student engagement. -or- • The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence.	• The SLP makes an accurate assessment of the level of student engagement, listing positive and negative examples of student actions. • The SLP clearly communicates the explanation of the evidence.	• The SLP makes a thoughtful and accurate assessment of the level of student engagement, addressing specific examples of positive and/or negative student actions. • The SLP clearly communicates the explanation of the evidence.
Future Planning	The SLP does not explain why changes may or may not be necessary. The SLP gives up and/or blames the students or the environment for the students' lack of success.	The SLP offers appropriate explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- The SLP offers appropriate explanations and	The SLP offers insightful explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- The SLP offers insightful explanations and

	-or- The SLP does not address the session observed. -or- The SLP does not clearly communicate the explanation of the evidence.	specific suggestions for why the assessment choices, SLP's contributions to meetings, or future instruction would be changed. The SLP clearly communicates the explanation of the evidence	constructive suggestions for why the assessment choices, SLP's contributions to meetings, or future instruction would be changed. The SLP clearly communicates the explanation of the evidence.

DOMAIN D: PROFESSIONALISM

D.1: The SLP will provide constructive information on student performance to the teacher and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.

Elements	Ineffective	Skilled	Accomplished
Collaboration with Teacher and Other Professionals	The SLP does not collaborate with other professionals. The SLP does not clearly communicate the evidence.	The SLP demonstrates collaboration by sharing results of assessments with other professionals. The SLP seeks information on student performance from the teacher. The SLP clearly communicates an explanation of the evidence.	The SLP demonstrates effective professional collaboration by sharing results of on-going assessments of student's performance. The SLP seeks information on student performance from the teacher. The SLP keeps documentation of teacher collaboration and/or meetings. The SLP clearly communicates an explanation of the evidence.
Collaboration with IEP Team	Another school designee must convene the team, the SLP gives minimal cooperation with needed paperwork, and speech terms dominate the language requiring translation for the team members to understand. The SLP does not clearly communicate the evidence.	The SLP convenes the team when the IEP is due. All forms are at hand but may not be completed, and language includes speech terms with are unclear to some team members. The SLP clearly communicates an explanation of the evidence.	The SLP convenes the team when the IEP review is due. All forms are ready, with language clear to all team members. The SLP clearly communicates an explanation of the evidence.
Needs of the Student	The present level of performance is given as a generic statement; the	The present level of performance is stated with general agreement of the team; the	The present level of performance is stated with supporting evidence is provided; the

	needs of the student are defined by the SLP's program. The SLP does not clearly communicate the evidence.	needs of the student are developed in consideration of communication development. The SLP clearly communicates an explanation of the evidence.	needs of the student are developed in consideration of communication needs for classroom performance. The SLP clearly communicates an explanation of the evidence.

D.2: The SLP informs the family about the progress of their child toward IEP goals and completes progress reports designated in the IEP.

Elements	Ineffective	Skilled	Accomplished
Communication with Parents	The SLP does not provide progress information to the families.	The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information to families of program students as designated in the IEP. The SLP seeks information on student performance from the parent.	The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information and sharing the results of on-going assessment to families of program students as designated in the IEP. The SLP actively seeks information on student performance from the parent. The SLP encourages the parent's involvement in the therapeutic process. The SLP provides relevant information on speech/language disorders.

D.3: The SLP establishes and maintains professional relationships with peers and team members and functions as a member of an Intervention Assistance Team (when included as a team member by the school) , participates in staff, district, and school initiatives.

Elements	Ineffective	Skilled	Accomplished
Professional Relationships	The SLP does not respond to the needs of staff members and/or attends SBIT meetings when invited. The SLP does not clearly communicate the evidence.	The SLP demonstrates the establishment of professional relationships by actively participating in SBIT and supporting the team developing and implementing decisions. The SLP clearly communicates an explanation of the evidence.	The SLP demonstrates the establishment of professional relationships by actively participating in SBIT and supporting the team developing and implementing decisions. The SLP responds to the needs and concerns of school staff members as it relates to students not directly serviced by an IEP. The SLP clearly communicates an explanation of the evidence.

D.4: The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

Elements	Ineffective	Skilled	Accomplished
Professional Knowledge and Therapeutic Skills	The SLP does not participate in school/district professional development activities.	The SLP participates in required school/district professional development activities and in additional designed to improve professional knowledge and therapeutic skills.	The SLP participates in required school/district professional development activities and demonstrates a consistent pattern of professional growth by participating in multiple and varied professional development activities designed to improve professional knowledge and therapeutic skills.
Application	There is no evidence that the SLP implements knowledge gained through professional development. The SLP does not clearly communicate the evidence.	The SLP consistently implements and describes therapeutic applications of knowledge gained through required professional development. The SLP clearly communicates an explanation of the evidence.	The SLP consistently implements and describes therapeutic applications of knowledge gained though required and SLP-selected professional development. The SLP clearly communicates an explanation of the evidence.

STOW-MUNROE FALLS CITY SCHOOLS
SPEECH & LANGUAGE PATHOLOGIST
OBSERVATION FORM

SLP:	**Evaluator:**
Situation Observation:	**Building:**
Observation Dates:	**Length of Observation:**
	From: **To:**

Ratings are based on the Stow-Munroe Falls City Schools SLP Rubric
A rating of "Ineffective" requires a narrative comment to explain why the rating was given.

A. Planning and Preparation for Learning

	A.1	The SLP acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students' academic needs, cultural heritage, interests and community.
	A.2	The SLP demonstrates the ability to follow due process procedures, including the selection and administration of diagnostic instruments and procedures as defined by the Individuals with Disabilities Education (IDEA) and completes required due process paperwork.
	A.3	The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress toward the IEP objectives.

COMMENTS:

B. Creating an Environment for Learning

	B.1	The SLP creates an inclusive and caring environment in which each individual is respected and valued.
	B.2	The SLP establishes effective routines and procedures, maintains a safe and orderly environment and manages transitions to maximize instructional time.
	B.3	The SLP manages and monitors student behavior to maximize instructional time.

COMMENTS:

C. Teaching for Learning

	C.1	The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the students.
	C.2	The SLP demonstrates content knowledge of speech and language development and therapy techniques.
	C.3	The SLP conducts the therapy session, addressing the specific areas of disability delineated on the IEP.
	C.4	The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.
	C.5	The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.
	C.5	The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.

COMMENTS:

D. Professionalism

	D.1	The SLP will provide constructive information on student performance to teacher and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.
	D.2	The SLP informs the family about the progress of their child toward IEP goals and completes progress reports designated in the IEP.
	D.3	The SLP establishes and maintains professional relationships with peers and team members and functions as a member of SBIT (when included as a team member by the school). The SLP participates in staff, district and school initiatives.
	D.4	The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

COMMENTS:

ADDITIONAL COMMENTS:

SLP Signature		**Date**	
Evaluator Signature		**Date**	

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STOW MUNROE FALLS CITY SCHOOLS

SCHOOL PSYCHOLOGIST EVALUATION FORM

School Psychologist Name		School Year	
Evaluator Name		Date	

Proficiency of Standards: *Includes information from observations, conferences, and other evidence*	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
DOMAIN 1: PLANNING AND PREPARATION	☐	☐	☐	☐
Areas of Strength:				
Areas in which growth is needed:				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
DOMAIN 2: THE ENVIRONMENT	☐	☐	☐	☐
Areas of Strength:				
Areas in which growth is needed:				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
DOMAIN 3: DELIVERY OF SERVICE	☐	☐	☐	☐
Areas of Strength:				

Areas in which growth is needed:	

Proficiency of Standards: *Includes information from observations, conferences, and other evidence*	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
DOMAIN 4: PROFESSIONAL RESPONSIBILITIES	☐	☐	☐	☐
Areas of Strength:				
Areas in which growth is needed:				

Final Rating:	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
	☐	☐	☐	☐

If final summative rating is Ineffective, an Improvement Plan will be collaboratively created by the school psychologist and evaluator.

☐ **Check here if Improvement plan has been created.** A copy of the Improvement Plan will be submitted by the evaluator with the **Evaluation Form.**

School Psychologist's Signature:_____ **Date:** _____

Evaluator's Signature:_____ **Date:** _____

Building Administrator's Signature:_____ **Date:** _____

While I have signed this, I also intend to submit a supplement by _____. _____
Date School Psychologist's Initials

Evaluator should send a completed copy of this form including signature to Human Resources by _____ *with a final copy of the Annual Professional Growth Plan (if applicable).*

STOW-MUNROE FALLS CITY SCHOOLS
SCHOOL PSYCHOLOGIST RUBRIC

Domain 1: Planning and Preparation	Ineffective	Developing	Skilled	Accomplished
1a: Demonstrating knowledge and skill in using psychological instruments to evaluate students	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	Psychologist uses a limited number of psychological instruments to evaluate students.	Psychologist uses multiple psychological instruments to evaluate students and determine eligibility for services in conjunction with the evaluation team.	Psychologist uses a wide range of psychological instruments to evaluate students and is able to isolate variables in which specific instruments will have greater diagnostic value in determining educational needs and eligibility.
1b: Demonstrating knowledge of child and adolescent development and psychopathology	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates basic knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology and can articulate variations of the typical patterns.
1c: Establishing goals for serving students in the school setting that align with the school ecology	Psychologist has no clear goals for serving students or has goals that are inappropriate to either the environment, ages of the students.	Psychologist's goals for providing school services are rudimentary and are Not entirely suitable to the environment or ages of the students.	Psychologist's goals for service delivery are clear and appropriate for the setting and ages of the students.	Psychologist's goals for service delivery are clear and appropriate for the setting and ages of the students. and have been developed following consultations with students, parents, and/or relevant team members.
1d: Demonstrating knowledge of state and federal regulation and of resources both within and beyond the school and district.	Psychologist demonstrates little or no knowledge of governmental regulations or of resources for students available through the school or district.	Psychologist displays awareness ofgovernmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district and some familiarity with resources outside of the district.	Psychologist's knowledge of governmental regulations and of resources for students is extensive, including those available through the district and in the community.

Domain 2: The Environment	Ineffective	Developing	Skilled	Accomplished
2a: Establishing rapport with students	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in an assessment session(s).	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful.	Psychologist's interactions with students are positive and respectful; students appear comfortable in the assessment session(s).	Students demonstrate a comfort with the psychologist outside of the assessment session(s), reflecting a comfort and ease in the relationship.
2b: Establishing a culture for positive mental health throughout the school	Psychologist makes no attempt to establish a culture for positive mental health in the school as a whole, either among students or teachers, or between students and teachers.	Psychologist's attempts to promote a culture throughout the school for positive mental health by discussing general supports available to students and teachers.	Psychologist promotes a culture for positive mental health in the school among students and teachers by providing specific information to teachers or students that guide positive behavior and choices.	Psychologist offers mental health support (within the scope of school practice) for students and teachers and establishes a collaborative approach for facilitating positive outcomes with specific goals in mind.
2c: Establishing and maintaining clear procedures for referrals	No procedures for referrals have been established; when teachers ask for clarification regarding "how" to refer a student for special services, the school psychologist is unaware.	Psychologist follows established procedures for referrals, but the details are not always clear.	Psychologists are able to discuss the procedures for referrals and consultations with teachers, parents and administrators.	Procedures for all aspects of referral and testing protocols are clearly articulated to parents, teachers and administrators, with clear communication.
2d: Organize physical space for testing of students and storage of materials	The location in which the psychologist provides services is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed.	Materials in the school psychologist's office/ allocated space are stored securely, but the center is not well organized, and materials are difficult to find when needed.	The school psychologist's office/allocated space is well organized; materials are stored in a secure location and are available when needed.	The school psychologist's office/allocated space is highly organized and ready to receive students. Materials are stored in a secure location and are easily located when needed.

Domain 3: Delivery of Service	Ineffective	Developing	Skilled	Accomplished
3a: Responding to referrals; consulting with teachers and administrators	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised during the initial referral.	Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to administer evaluation instruments that target the initial referral questions/concerns.	Psychologist consults frequently with pertinent team members, determining evaluation procedures that match the questions raised by the initial referral.	Psychologist consults frequently with colleagues, contributing own insights and determining evaluations as an outgrowth of questions raised by the initial evaluation.
3b: Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines	Psychologist resists administering evaluations, selects instruments inappropriate to the situation, or does not follow established procedures and guidelines.	Psychologist attempts to administer appropriate evaluation instruments to students, but does not always follow established time lines and safeguards.	Psychologist administers appropriate evaluation instruments to students and ensures that all procedures and safeguards are followed according to professional guidelines.	Psychologist selects from a broad repertoire, those assessments that are most appropriate to the referral questions and collects information from colleagues (through written or oral dialogues) to ensure that compliance with all procedures and safeguards are met.
3c: Leading evaluation team discussions following assessment administration	Psychologist declines to assume leadership of the evaluation team.	When directed to do so, Psychologist assumes leadership of the evaluation team discussion.	Psychologist assumes leadership position when sharing assessments or evaluation planning procedures.	Psychologist assumes leadership position when sharing assessments or evaluation planning procedures and shares all necessary materials with parents and/or team members in a systematic fashion.
3d: Assisting in development/identification of interventions to maximize students' likelihood of success.	Psychologist fails to contribute to intervention planning or suggests strategies that are not suitable for students (i.e. interventions are mismatched with assessment findings).	Psychologist suggests interventions for students that are partially suitable for them or are not consistently aligned with identified needs.	Psychologist suggests/guides interventions for students that are aligned with identified needs.	Psychologist develops or provides materials to initiate a comprehensive plan for student(s), by incorporating various elements that are specifically designed to address identified needs.
3e: Maintaining contact with physicians and community mental health service providers	Psychologist declines to maintain contact with physicians and community mental health service providers.	Psychologist maintains occasional contact with physicians and community mental health service providers.	Psychologist maintains ongoing contact with physicians and community mental health service providers in order to collect data when needed.	Psychologist maintains ongoing contact with physicians and community mental health service providers in order to gain or provide meaningful information about services available when needed.

3f: Demonstrating flexibility and responsiveness	Psychologist adheres to a plan or program, in spite of evidence of its inadequacy.	Psychologist makes modest changes in an intervention plan when confronted with evidence of the need for change.	Psychologist makes revisions in an intervention plan when it is needed, based on data.	Psychologist is continually seeking ways to improve an intervention plan and makes changes based on data, feedback from teachers, parents and/ or student input.

Domain 4: Professional Responsibilities	**Ineffective**	**Developing**	**Skilled**	**Accomplished**
4a: Reflecting on district practices	The school psychologist is unable to refer to specific SMF policies and procedures and contributes to confusion or discord in situations with parents or teacher teams.	The school psychologist can refer to SMF policies and procedures using appropriate terms although does not consistently demonstrates guidelines when working with teams of teachers during collaborative problem-solving.	The school psychologist may refer to SMF policies and procedures using appropriate terms and in a variety of situations. Reference to SMF guidelines is made among teams of teachers and parents during collaborative problem-solving efforts.	The school psychologist refers to SMF policies and procedures using appropriate terms and in a variety of situations SMF guidelines are shared with teams of teachers and parents during collaborative problem-solving efforts to maintain integrity and best practice.
4b: Communicating with families	Psychologist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Psychologist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Psychologist communicates with families and secures necessary permission for evaluations and does so in a manner sensitive to cultural and linguistic traditions.	Psychologist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist offers support to families of students to enhance trust.
4c: Maintaining accurate records	Psychologist's relationships with colleagues are negative or self serving, and psychologist avoids being involved in school and district events and projects.	Psychologist's relationships with colleagues are cordial, and psychologist participates in school and district events and projects when specifically required.	Psychologist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Psychologist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
4d: Participating in a professional community	Psychologist's relationships with colleagues are negative or self serving, and psychologist avoids being involved in school and district events and projects.	Psychologist's relationships with colleagues are cordial, and psychologist participates in school and district events and projects when	Psychologist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Psychologist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.

		specifically required.		
4e: Engaging in Professional Development	Psychologist does not participate in professional development activities, even when such activities are clearly needed for the ongoing development of skills.	Psychologist's participation in professional development activities is limited to those that are convenient or are required.	Psychologist seeks out opportunities for professional development based on an individual assessment of need.	Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering professional development opportunities or training to colleagues.

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Selena Cottrel, S.T.A. President

Josh Cawein, Labor Relations Consultant

--NOTES--

STATEMENTS OF INTENTIONS

1. Within fourteen (14) days of ratification of this successor agreement, the Board shall cause notice to be provided to all bargaining unit members related to access of an employee electronic portal to enable the member to view and/or print a copy of his/her compensation notification provided through direct deposit, including instructions and a contact person if the member has questions.

2. College Credit Plus (CCP)

    a. No existing bargaining unit position shall be eliminated, and no bargaining unit employee shall be displaced, as a result of the District's participation in CCP. Any classes offered by the District to students through the CCP program shall first be offered to qualified bargaining unit members.

    b. Any assessment of the teacher required to be done by the college or university as part of the requirements of the CCP program shall not be counted as a part of the teacher's regular evaluation in any way nor shall it be included in the teacher's personnel file, except upon written request of the teacher.

3. The Board will continue to determine class size, consistent with consideration for researched-based practices, the academic setting, the needs of students, facilities and instructional leaders/teachers. The Board will monitor class size to ensure an appropriate educational environment to support student achievement.